

1500 CWA

# ***AGREEMENT***

**BETWEEN**

**BURLINGTON COUNTY BOARD OF SOCIAL SERVICES**

**AND**

**COMMUNICATIONS WORKERS OF AMERICA**

**AFL-CIO**

**LOCAL 1036**

**JANUARY 1, 2013 - DECEMBER 31, 2016**

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Senior Clerk Transcriber  
Principal Clerk Transcriber

**Data Control Series**

Data Control Clerk  
Senior Data Control Clerk  
Principal Data Control Clerk

**Data Entry Series**

Data Entry Operator 1  
Senior Data Entry Machine Operator  
Principal Data Entry Machine Operator

**Employee Benefits Series**

Employee Benefits Clerk  
Senior Employee Benefits Clerk  
Principal Employee Benefits Clerk

**Employment Series (FDP)**

Employment Specialist  
Senior Employment Specialist

**Human Services Specialist Series**

Human Services Specialist 1  
Human Services Specialist 2  
Human Services Specialist 3

**Investigator Series**

Investigator 1  
Senior Investigator, CWA

**Keyboarding Clerk Series**

Keyboarding Clerk 1  
Keyboarding Clerk 2  
Keyboarding Clerk 3

**Legal Stenographer Series**

Legal Stenographer  
Senior Legal Stenographer  
Principal Legal Stenographer

**Messenger Series**

Messenger  
Senior Messenger

**Operator Series**

Telephone Operator  
Senior Telephone Operator

Associate Counsel, CWA  
Attorney  
Chief of Administrative Services  
Chief Clerk  
Chief Counsel  
Chief Investigator  
Coordinator, Child Support and Paternity Unit  
Data Processing Coordinator  
Data Processing Programmer  
Deputy Director of Welfare  
Deputy Chief Counsel  
Director of Welfare  
Fiscal Officer  
Human Services Specialist 4  
Legal Secretary to Chief Counsel  
Legal Assistant  
Management Specialist  
Office Services Manager  
Paralegal Technician 1  
Personnel Assistant  
Personnel Officer  
Employment Specialist Supervisor  
Secretarial Assistant to the Director  
Secretarial Assistant to the Deputy Director  
Senior Clerk Typist to the Director  
Senior Data Processing Programmer/Systems Analyst  
Social Work Supervisor  
Supervising Account Clerk  
Supervising Clerk  
Supervising Receptionist  
Supervising Telephone Operator  
Supervisor, Central Mail Room  
Supervisor of Accounts  
Supervisor of Property and Resources  
Systems Analyst  
Training Supervisor

C. In the event that the Employer decides to create and/or use a new title, that title shall be accreted to this bargaining unit unless it is clearly that of a supervisory, managerial, or confidential nature. If the Employer creates a new position, prior to filling it, the Employer shall notify the Union of the Employer's views concerning inclusion or exclusion in the negotiation unit and if included in the unit, the salary range that the Employer intends to assign to the position. If the Union disagrees, within two (2) weeks after the Union's receipt of the Employer's notification, the Union may advise of its intent to negotiate. Any dispute as to inclusion or exclusion (i.e., unit composition), if not resolved through face to face negotiations,

C. The Employer's exercise of its managerial rights, pursuant to this Article or otherwise, shall not be subject to submission to the Grievance Procedure (Article 6) of this Agreement.

### **ARTICLE 3 - DUES AND REPRESENTATION FEE CHECK OFF**

A. In accordance with N.J.S.A. 52:14-15.9e, 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 Employer 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 each month based on forty (40) hour work week or such other amount as may be certified to the Employer by the Union at least thirty (30) days prior to the month in which the deduction of Union dues is to be made.

B. The Employer further agrees to deduct, in accordance with P.L. 1979, c. 477, as it relates 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 in the amount as 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.

C. 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, c. 477, a return of any part of that fee paid by him/her 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 collective 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 5 - HOURS OF WORK**

A. The normal work week shall consist of thirty-five (35) hours per week. The Section 8 rental assistance employees shall follow the regular thirty-five (35) hour work week without any loss of pay. There shall be a minimum of two (2) shifts, 8:00 A.M. to 4:00 P.M., and 9:30 A.M. to 5:30 P.M. The hours of work for building maintenance staff shall be 8:00 A.M. to 4:00 P.M. or as established by the Employer. Exceptions to the normal shift schedule above may be made in emergency situations, when employees participate in the Compressed Work Schedule Program, or with the agreement of the Director and the Union in writing. The Compressed Work Schedule Program shall be in accordance with the procedures agreed to between the parties and found in Appendices C and D of this Agreement. Shift changes shall be announced at least two (2) weeks in advance of occurrence. Nothing stated in this Paragraph A shall be construed to diminish or alter the Employer's prerogative to add or delete shifts or to revise starting and ending times of existing shifts, to conform to the Employer's operational needs as determined by the Employer in its sole and exclusive discretion. The Employer represents that it has no present intention to implement any such change, and agrees that if at any future time it does intend to implement any such change it shall first notify the Union of its intentions reasonably in advance of intended implementation and shall negotiate upon written request by the Union in response to such notification as long as the Union's input is provided in a timely manner. If negotiations reach impasse either party may request PERC's impasse procedures.

B. Under the current circumstances regarding County responsibilities for opening the building and for providing building maintenance, the Employer agrees that its building maintenance staff is subject to the same reporting requirements as other employees, as set forth above. However, if and when current County functions are altered with respect to opening the building and/or providing building maintenance for the Employer, so as to require different reporting requirements for building maintenance staff, the Employer reserves the right to make such changes in the reporting requirements for building maintenance staff. In any such case, the Employer shall first give the Union reasonable advance notice of any such proposed change, and upon the Union's timely request, shall negotiate the proposed change before it goes into effect.

C. Overtime Pay:

When, by reason of the pressure of official business, an employee is authorized and required to work overtime, which is defined as hours or any fraction thereof, accrued in excess of the normal thirty-five (35) hour work week, the employee is entitled to receive cash compensation or compensatory time, at the Employer's option, for work performed between thirty-five (35) hours and forty (40) hours in any given work week at straight time, and beyond forty (40) hours in any given work week at a rate of one and one-half

4. Nothing in this Agreement shall be construed as permitting negotiation of the standards or criteria for employees' performance.

C. **Presentation of a Grievance:** The Employer agrees that in the presentation of a grievance, there shall be no loss of pay for the time spent in presenting the grievance by the grievant, a Union representative and a Union recorder, both of whom shall be an employee of the Employer. The Employer and the Union shall mutually agree, on a case by case basis, whether or not to have an electronic device recording the proceedings. The Employer shall provide to the Union an unedited copy of the tape of the proceedings within three (3) working days after the last date of the proceedings. In no event shall recording occur prior to the third step.

D. **Grievance Procedure:**

1. **STEP 1**

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

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

2. **STEP 2**

If the grievance is not settled through Step 1, the same shall be presented in writing by the employee and the employee's Union representative who is a shop steward or local Union officer, to the Director or his/her designee(s) within ten (10) working days of the written response from Step 1. The Director or his/her designee(s) shall hold a hearing within ten (10) working days of the request for the hearing and render a decision within fifteen (15) working days of the hearing. No person(s) shall be named as the Director's designee(s) except professional legal staff members or persons in positions of a higher level than the Step 1 management representative.

3. **STEP 3**

a. Should the grievant disagree with the decision of the Director or his/her designee(s), the grievant may, within ten (10) working days, submit to the Board of Social Services, a statement, in writing, and signed as to the issues in dispute. In the event the grievant files his/her statements with the Board of Social Services at least ten (10) working days prior to the next regularly scheduled Board of Social Services meeting, the matter shall be placed on the agenda for that Board of Social Services meeting. Statements filed

Service Commission directly. The Grievance Procedure may be pursued for those matters for which no specific appeal to the New Jersey Civil Service Commission is available.

d. Should the Union wish to move a grievance to arbitration, the parties may have the option of selecting an arbitrator as follows:

(1) By selection from the panel of arbitrators maintained by PERC, in accordance with the selection procedures of PERC; or

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

e. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and/or such rules and regulations as may be in effect by the New Jersey Civil Service Commission.

f. The arbitrator shall have the full power to hear the grievance and make a decision, which decision shall neither modify, add to, nor subtract from the terms of this Agreement and the referenced policies. He/She shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or declaration of opinions which are not essential in reaching the determination. The decision shall be rendered within thirty (30) days of the hearing.

g. The cost of the arbitrator and his/her expenses shall be borne equally by both parties. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same.

h. The cost of the transcript, if any, shall be borne by the party requesting it. If both parties request a transcript, the cost shall be shared equally.

i. The arbitrator may prescribe an appropriate back-pay remedy when he/she finds a violation of this Agreement, provided such a remedy is permitted by law and is consistent with the terms of this Agreement, except that he/she may not make an award which exceeds the Employer's authority. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.

j. The decision or award of the arbitrator shall be final and binding on the Board of Social Services, the Union, and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement.



E. The Employer agrees to set forth on the disciplinary form PER-62 (Written Warning Report) that the employee has the right to have Union representation.

F. The Employer agrees that whenever an employee has a disciplinary hearing with a member of the agency that is higher in authority than their immediate supervisor, that the Union shall be notified prior to the hearing.

G. If a job related complaint is lodged against an employee, the employee shall be informed of the nature of the complaint and the identity of the complainant at such time, if any, as the Employer in its discretion deems it appropriate to so inform the employee.

H. If the Employer takes disciplinary action against an employee and if the Union files appropriate appeal action, the Employer agrees to provide the Union with copies of all documentation upon which it shall rely to support the disciplinary action. In addition, the Union agrees to provide the Employer with copies of all documents upon which it shall rely at any subsequent hearings at least forty-eight (48) hours in advance of the scheduled hearing date. Any such documentation which becomes known for the first time within the forty-eight (48) hour period shall be provided as soon as possible thereafter, prior to the commencement of such hearing.

#### **ARTICLE 8 - HOLIDAYS**

A. The following paid holidays shall be observed:

New Year's Day, January 1.

Martin Luther King Day, 3rd Monday in January.

George Washington's Birthday, 3rd Monday in February.

Good Friday.

Memorial Day, Last Monday in May.

Independence Day, July 4.

Labor Day, 1st Monday in September.

Columbus Day, 2nd Monday in October.

General Election Day.

Veteran's Day, November 11.

Thanksgiving Day, 4th Thursday of November.

Friday after Thanksgiving Day.

Christmas Eve, December 24.

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 shall be permitted to accumulate sick leave without limit.

**D. Part-Time Employees**

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

**E. All Employees**

1. Sick leave for absences of three (3) consecutive days or greater must be requested by the employee when known in advance, in writing, to the Employer's Human Resources Department. This request must be accompanied by a written statement by a physician prescribing the sick leave for the stated period of time.

2. Excused sick leave shall not have an adverse impact on evaluations, subject to New Jersey Civil Service Commission case law. Under the provisions of N.J.A.C. 4A:6, the Employer may require proof of illness of an employee on sick leave whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

3. In all cases of illness the employee is required to notify the Employer of the reason of absence no later than thirty (30) minutes after the scheduled starting time. The employee shall attempt to reach his/her supervisor. If the supervisor is unavailable, the employee shall call a central system to be developed by the Employer. The employee is required to call in daily, unless the employee indicates in the initial call that they will be absent a given number of days beyond the call-in day. In that case the employee will not have to call in daily. If the employee will be out sick for longer than initially reported he/she must again call in to report the additional day or days of illness. 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.

4. All sick leaves are subject to Administration and/or Board approval and, where appropriate, to approval by the Division of Family Development and the New Jersey Civil Service Commission.

5. Each employee who retires from the Public Employees 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 (½) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his/her employment prior to the effective date of his/her retirement, provided, however, that no lump sum supplemental compensation payment shall exceed fifteen thousand dollars (\$15,000.00). Retirees may change the amount of taxes

dependents during such period of authorized leave of absence without pay and provided that no period of such continued coverage exceeds a total of nine (9) months or twenty (20) bi-weekly payroll periods.

G. The Employer agrees to prepare and distribute a handout for employees who request a leave of absence. This handout shall provide Employer policy relative to benefits and procedures to be followed when requesting leave and when returning from leave.

H. The Employer agrees to be bound by all provisions of the New Jersey Family Leave Act, N.J.S.A. 34:11B-1 et seq., and the Federal Family and Medical Leave Act of 1993 (Pub. L. 103-3, February 5, 1993) so long as both acts shall remain in effect.

#### **ARTICLE 11 - VACATION LEAVE WITH PAY**

A. Full-time employees hired before January 1, 2011 shall be granted vacation leave as follows:

1. One (1) working day for each month of service or major fraction thereof during the first year;
2. After one (1) year of service through five (5) years of service, twelve (12) working days per year;
3. After five (5) years of service through ten (10) years of service, fifteen (15) working days per year;
4. After ten (10) years of service through seventeen (17) years of service, twenty (20) working days per year;
5. After seventeen (17) years of service through twenty-five (25) years of service, twenty-five (25) working days per year;
6. After twenty-five (25) years of service, thirty (30) working days per year.

B. Full-time employees hired on or after January 1, 2011 shall be granted vacation leave as follows:

1. One (1) working day for the initial month of employment if they begin work on the first (1<sup>st</sup>) through the eight (8<sup>th</sup>) day of the calendar month, and one-half (½) working day if they begin on the ninth (9<sup>th</sup>) through the twenty-third (23<sup>rd</sup>) day of the month.

2. After the initial month of employment and up to the end of the first calendar year, employees shall receive one (1) working day for each month of service. Thereafter, employees shall receive paid vacation leave as follows:

a. From the beginning of the first full calendar year of employment and up to five (5) years of continuous service, twelve (12) working days;

D. Requests for pregnancy disability leave and/or child care leave shall be made in writing to the Director. Notification of pregnancy shall be given to the 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.

E. The Employer agrees to be bound by all provisions of the New Jersey Leave Act, N.J.S.A. 34:11B-1 et seq., the Federal Family and Medical Leave Act of 1993 (Pub. L. 103-3, February 5, 1993), and the New Jersey Paid Family Leave Act (P.L. 2008, c. 17, May 2, 2008) so long as all acts shall remain in effect.

### **ARTICLE 13 - EDUCATIONAL BENEFITS**

A. Employees with one (1) year permanency with the Employer shall be eligible for reimbursement with prior approval of the Board for not more than eighteen (18) credit hours per calendar year to the extent of one hundred percent (100%) of tuition in job related areas.

1. 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 of New Jersey.

2. Any full-time permanent clerical employee in any range below that indicated for a clerk typist shall be entitled to reimbursement with prior approval of the Education Committee for tuition for basic typewriting course. The employee must show proof of satisfactory completion (grade of "C" or better) in order to receive reimbursement.

3. The Employer shall provide an allowance not to exceed two hundred and fifty dollars (\$250.00) per year for books, required materials, registration fees, or other mandatory charges required by the educational institution and for reimbursement of fees to qualified staff, required by the New Jersey Board of Social Work Examiners for Social Worker certification, re-certification, licensing and licensing renewal, as well as reimbursement for the continuing education courses required by the New Jersey Board of Social Work Examiners for continued Social Work licensing and/or certification. The reimbursement for the continuing education courses shall not apply if the Employer provides in-housing training for all of the continuing education credits required, which meets the state requirements for approval to qualified employees.

B. Basic adult education programs, GED program tuition costs, and remedial programs required as a prerequisite for degree programs or certifications, shall be reimbursed at the rate of one hundred percent

An employee for full-time educational leave must receive prior approval from the Board as well as the Education Committee of the Burlington County Board of Social Services.

a. If a stipend is requested by the employee and approved by the Education Committee of the Burlington County Board of Social Services and the Board, the stipend is to equal eighty percent (80%) of the salary being earned by the employee at the time of registration or six hundred dollars (\$600.00) per month, whichever is less. This stipend is subject to mandatory deductions and any elective deductions agreed upon by the employee. An employee must have current permanent status in a New Jersey Civil Service Commission title as one of the conditions for full-time leave with/without a stipend, and/or tuition. Salary is not to be paid to an employee while he/she is receiving a stipend. If the employee is eligible to receive scholarships or stipends from sources other than the agency, he/she must utilize these first and the agency stipend and/or tuition aid may be used to supplement up to the amount the agency would have authorized if it were the single funding source. Such acceptance of financial aid outside of the agency must in no way obligate the employee/student to a work commitment in other than the sending county welfare agency which is granting the release time.

b. Prior to receiving agency stipend and/or tuition aid, the employee must sign a service commitment (Educational Leave Agreement) to return to the sending county welfare agency immediately upon completion of his/her course of study.

c. If the employee on full-time education leave with or without stipend and/or tuition aid receives a degree and decides not to return to work, he/she has an obligation to notify the Director of Welfare of his/her intention to resign. The employee shall be required to repay the Board of Social Services all monies received in the form of stipend, tuition, etc.

d. If an employee terminates employment before completion of the service commitment, he/she must repay the county welfare agency the financial value of the stipend and/or tuition that have not been repaid in work commitment.

e. The work (service) commitment to the agency is one-half ( $\frac{1}{2}$ ) month for each month the employee/student was on leave with stipend and/or tuition aid.

### 3. Tuition Reimbursement

Tuition reimbursement is financial aid granted to an employee attending class part-time at an accredited institution. Release time may not exceed four (4) hours per week per employee. If more than four (4) hours per week is required, work schedules may be modified when feasible to accommodate the need but requires approval of the Director of Welfare. If additional time is needed and the work schedule cannot be modified, a request for approval of the additional time must be made through the Board of Social Services.

or course of study that shall not fall clearly under part-time or full-time category; therefore, under these circumstances, the agency shall contact the Board of Social Services for clarification.

#### **ARTICLE 14 - HEALTH INSURANCE COVERAGE**

A. The Employer agrees to pay the designated costs for eligible employees and their dependents, in accordance with the definition of the insurance carrier, as follows:

1. Medical Insurance

Hospital, surgical, and major medical Blue Cross/Blue Shield of New Jersey or Health Maintenance Organization ("HMO") or Preferred Provider Organization ("PPO") benefits as presented by New Jersey State Health Benefits Program shall be available for temporary, interim, and permanent full-time employees after the first of the month following sixty (60) days of service. The Employer shall pay up to the same amount towards HMO coverage that it contributes toward basic coverage of the New Jersey State Health Benefits Program. Any additional cost for HMO and PPO coverage shall be the sole responsibility of the employee through bi-weekly payroll deductions. It is agreed that should the premium cost exceed thirty-five percent (35%) in any one (1) year, the Employer shall have the right to reopen the Agreement and renegotiate alternative medical insurance plans.

2. Dental Plan

Dental plan coverage for full family to include orthodontist benefits as defined by the insurance carrier, Delta Dental Plan of New Jersey, Inc. Coverage shall be provided from the first day of the month following the completion of three (3) full months of continuous service to the Employer.

3. Each employee shall contribute twenty-five dollars (\$25.00) per month towards the cost of dental insurance premiums. The above employee contributions shall be eligible for Flexible Spending Account (FSA) Section 125 Plan treatment pursuant to IRS regulations.

4. It is recognized that the State Health Benefits Program (SHBP) Traditional/Indemnity Plan has been replaced with NJ Direct 10 and that NJ Plus has been replaced with NJ Direct 15.

5. The Employer wishes to implement opt-out incentives for employees with dual health insurance coverage, if and when authorized by law, consisting of: (a) No contribution towards medical and dental insurance premiums; and (b) A twenty-five percent (25%) refund of the savings generated to the Employer not to exceed \$5,000 per year. If and when implemented, it is the Employer's intention that payment of the savings refund commence upon implementation of an FSA with any retroactive adjustment

G. Retirees employed for less than twenty (20) years in one or more New Jersey State or locally administered retirement systems as of June 28, 2011 shall be required to contribute to the cost of their health care benefits coverage during retirement in accordance with P.L. 2011, c. 78.

#### **ARTICLE 15 - HEALTH AND SAFETY**

A. 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.

B. 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 federal, state, and local health and safety laws and regulations.

C. The Employer and the Union agree to provide that the Health and Safety Committee shall be comprised of one (1) management representative, three (3) Union representatives, and three (3) representatives from the Office & Professional Employees International Union (OPEIU), Local 153, AFL-CIO which shall meet quarterly or as needed. The purpose of the Committee is to make recommendations to the Employer concerning the improvement or modification of working conditions which represent hazards to the employees, clients, and to the property of the Employer.

D. Either party shall give as prompt notice as can reasonably be given to the other upon discovery of a health hazard.

E. The Employer and the Union shall communicate and exchange information regarding health and safety hazards of all employees.

F. The Employer shall make every reasonable effort not to use paints or pesticides during business hours.

G. Until January 1, 2012, the Employee Assistance Program ("EAP") shall continue upon mutual agreement between the Employer and the Union based on an evaluation of the program. The cost of the EAP shall be borne by both parties. The Union shall pay an amount equal to thirty-two and one-half percent (32.5%) of each monthly premium. The Employer shall pay the balance of each monthly premium. The Union shall be recognized in all agency memoranda and letters as a co-payer of the EAP. Each year the EAP Committee shall meet for the purpose of evaluating the program. Said Committee shall be provided with all non-confidential information that is available from the carrier. Before the expiration of the agreement with the current EAP provider, the EAP Committee shall report its recommendations to the Board.

#### **ARTICLE 17 - BEREAVEMENT LEAVE**

A. Employees shall be entitled to a maximum of five (5) days leave with pay for each occurrence of death in the immediate family. The immediate family shall be defined as: brother, child, foster child, grandchild, grandparent(s), parent(s), parent(s-in-law), sister, spouse, step-child, step-parent(s), a court appointed legal guardian or custodian, any person who at the time of death was living with the employee and was sponsored at that time by the employee on behalf of the Department of Human Services, Division of Developmental Disabilities, or any other relative who resides in the home with the employee.

B. An employee shall be entitled up to a maximum of three (3) days per occurrence for the death of their immediate brother-in-law and immediate sister-in-law. Immediate brother-in-law and immediate sister-in-law shall include: (1) the current spouse of the employee's brother and/or sister; and (2) the employee's current spouse's brother and/or sister and their current spouse.

C. The employee must be in a pay status (excluding employees on educational leave with pay) for the full work day before and after a bereavement day in order to be paid for that bereavement day. Unpaid time approved for Union activity shall be treated as being in pay status for the purpose of bereavement pay eligibility.

D. An employee shall be required to present his/her immediate supervisor with proof of death (i.e., copy of death certificate, obituary notice, etc.) and, if necessary, to provide a personal written certification of the relationship to the deceased.

#### **ARTICLE 18 - PERFORMANCE APPRAISALS**

A. Employees shall be evaluated annually. Merit increments shall not be withheld due to the failure of a supervisor to complete a performance appraisal in a timely manner.

B. An employee must have worked for their immediate supervisor for at least three (3) months before a performance appraisal can be made.

C. Each employee shall be notified of his/her performance appraisal and shall have the opportunity to review such performance appraisal and the supervisor shall confer with the employee regarding the performance appraisal.

D. Any disciplinary actions taken as a result, either partially or fully, of performance appraisals, are appealable through either the Grievance Procedure, if minor discipline, or to the New Jersey Civil Service Commission, if major discipline.



C. Notices of promotional examination shall comply with applicable New Jersey Civil Service Commission regulations. Currently, N.J.A.C. 4A:4-2.1 requires that promotional examination announcements include at least the following:

1. Title of examination;
2. Salary information;
3. Minimum qualification for admission to the exam;
4. Filing information; and
5. In open competitive examination, a reference to duties and responsibilities.

The parties agree that if, during the term of this Agreement, the foregoing regulation is amended, the Employer shall contact the Union and arrange a meeting to review the amendment and attempt to agree upon any contractual changes that may be required to come into conformity with the amendment. In addition to the requirements of the regulation cited above, the Employer agrees to continue its historical practice of placing a notice on promotional bulletin boards advising employees that duties and responsibilities as indicated in job description are available for review in the Employer's Human Resources Department.

D. Promotional vacancies to be filled on a provisional basis pending examination or new permanent job openings shall be posted on a separate bulletin board for a period of five (5) working days before the position is filled. The Union shall be notified of the appointment. In emergency situations, the postings shall not be less than three (3) working days.

E. The Employer shall make every effort to give notice to eligible employees of County examinations regarding entry level positions. If there is an existing Burlington County Board of Social Services promotional list the Employer shall not utilize the County list. The parties recognize that historically, the vast majority of promotions have been filled from within.

#### **ARTICLE 21- TEMPORARY/INTERIM JOB REPLACEMENT**

A. When the Employer decides that there is a need to fill a position which has become vacant on a temporary/interim basis, the procedure shall be in accordance with applicable New Jersey Civil Service Commission regulations (currently N.J.A.C. 4A:4-1.6 regarding interim appointments, and currently N.J.A.C. 4A:4-1.7 regarding temporary appointments).

B. If the Employer fills a vacancy under this Article, based on program needs, the Employer shall make every reasonable effort to fill the vacancy from current employees who meet the qualifications

D. Upon completion of a formal training period, the employee shall be given a training evaluation which shall become part of the personnel record.

E. The Public Assistance Staff Development Program is governed by regulations promulgated by the New Jersey Department of Human Services, Division of Family Development. Currently, the governing regulations are set forth in N.J.A.C. 10:109 and reads as follows:

**10:109-1.1. Objectives for the Public Assistance Staff Development Program.**

The purpose of public assistance staff development is to support the county welfare agency in achieving its operating goals effectively and efficiently. The quality and extent of service an agency is able to provide is dependent on the competence and skill of the staff charged with delivering those services. Therefore, increasing the competence of staff in order to assure the highest quality of service to the people served by the public assistance program is a continuing objective.

**10:109-1.2. County Welfare Agency Training and Staff Development Personnel.**

The Director of a CWA shall be responsible for the administration of the training and staff development function of the agency. A training supervisor as well as additional trainers and support staff shall be employed in accordance with yearly budget instructions issued by the Division of Family Development and county welfare agency needs, thereby adequately providing for all required components of the Staff Development and Training Program as listed at N.J.A.C. 10:109-1.4.

**10:109-1.3. Training Advisory Committee.**

Each county welfare agency shall establish a Training Advisory Committee which assists with the development of the required annual training plan, and provides guidance, direction, and recommendations concerning the agency's overall policies and procedures for staff development and training. The Committee shall be chaired by the training supervisor and shall include representation from clerical, para-professional, professional, supervisory, administrative staff, and/or any other group deemed necessary by the agency.

**10:109-1.4. Components of the Staff Development and Training Program.**

(A) Staff development and training activities shall be provided through the use of both in-service and out-service resources, when funding is available and as determined by ongoing yearly needs assessments conducted by county welfare agency training staff. Required components of a county welfare agency staff development program shall include:

1. A mandated orientation program for new employees which shall include topics such as affirmative action, civil rights, and acquired immune deficiency syndrome (AIDS) awareness;

2. Ongoing training related to each of the public assistance programs supervised by the Division of Family Development and administered by the county welfare agency such as Temporary Assistance to Needy Families (TANF) and Food Stamps;

3. On-going training concerning the use of all required management information systems such as Family Assistance Management Information System (FAMIS), Automated Child Support Enforcement Systems (ACSES), and On-Line Management of Economic Goal Achievement (OMEGA);

B. Employees on special re-employment lists, either through demotion or layoff, shall be guaranteed to receive the same salary range and step if reinstated to their former position, and shall not be treated as new hires.

C. Employees hired on or after October 22, 1997 shall receive a salary reflecting the same range as current employees but salary amounts from one (1) range below, and shall not receive any merit increments.

D. Merit Increment/Anniversary Date Policy

1. Employees hired before October 22, 1997 who are not at the maximum of their salary range and who have satisfactorily completed at least one (1) year of continuous employment shall receive a merit increment based on either their date of hire or promotional appointment date, whichever shall apply.

2. Employees hired on or after October 22, 1997 shall not be entitled to receive merit increments as delineated in Section D1 above. Instead, effective July 1, 2010, each of these employees shall be entitled to a lump sum payment of two hundred fifty dollars (\$250.00), not to be included in base salary, and to be repeated at the same time in 2011 and 2012.

E. Advancement from Human Services Specialist 1 to Human Services Specialist 2.

All employees in the title Human Services Specialist 1 who have at least one (1) year of permanent status as Human Services Specialist 1 and who have received satisfactory evaluations, shall be provisionally appointed to the title Human Services Specialist 2, pending Civil Service Commission procedures.

F. Bilinguals and/or interpreters shall be compensated at one (1) range above the current non-bilingual title.

**ARTICLE 26 - USE OF PRIVATELY OWNED VEHICLES**

No employee shall use his/her privately owned vehicle to conduct agency business.

**ARTICLE 27 - PERSONNEL FOLDERS**

A. No dual personnel records are to be kept unless otherwise required by law.

B. Employee shall, upon request, have an opportunity to review his/her personnel folder.

C. Employees shall be given the opportunity to initial derogatory or negative file entries.

Derogatory or negative file entries shall be placed in the employee's personnel record within twenty (20) days

D. 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 Communications Workers of America convention or for other approved special meetings.

E. In addition, leave of absence without pay shall be granted to not more than three (3) delegates at any one (1) time who are authorized by the President or Executive Board of the Union and shall be limited to an aggregate total of fifty (50) days of unpaid leave in a one (1) year period.

F. In the event of a proposed federal, state, or county takeover of the supervision and administration of the agency, two (2) members of the Union Executive Board shall be permitted to attend any public hearings and/or meetings on the legislation, up to an aggregate total of ten (10) days, without loss of leave time or pay, subject to the approval of the Director of Welfare.

G. Absences due to Union leave approved under this Article shall not adversely affect employment/pay status or evaluations.

#### **ARTICLE 29 - UNION ACTIVITIES AT THE WORK SITE**

A. The Union shall have the right to distribute information dealing with proper legitimate Union business to employee's desks during non-working hours (lunch, break time, and before/after work). In addition, the Union shall be provided with a locked bulletin board for the purpose of posting materials relating to Union matters. No posting shall be allowed in any other location.

B. 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.

C. 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/her representative. Special Union meetings may be called and may be held during the lunch hours on the premises. All meetings, whether special or monthly, held during working hours shall not be held without prior consent being given by the Director or his/her representative.

D. A Union representative shall be authorized to attend all public Board meetings without loss of pay.

matter referred to or covered in this Agreement, or with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

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

#### **ARTICLE 34 - NON-DISCRIMINATION**

A. The Employer and the Union agree there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, national origin, physical handicap, political affiliation, affectional or sexual orientation, Union membership, or legal Union activity permitted herein, or any other status protected by law.

B. Any employee claiming a violation of this Article shall advise the Director, Deputy Director, Chief Counsel, Affirmative Action Officer, and/or Board Chairman and utilize, if the employee wishes, the Employer's internal procedure in an effort to resolve the matter prior to filing a complaint with an outside agency. Failure to utilize the Employer's internal procedure shall not result in imposition of discipline.

#### **ARTICLE 35 - RETIREMENT**

A. Employees retiring from the Public Employees 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 ( $\frac{1}{2}$ ) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his/her employment prior to the effective date of his/her retirement, provided, however, that no lump sum supplemental compensation payment shall exceed fifteen thousand dollars (\$15,000.00). Retirees may change the amount of taxes withheld from the supplemental check, if permitted by law. If this is done, the Employer shall be held harmless for any problems encountered by the employee. An employee who elects a deferred retirement benefit shall not be eligible for this lump sum payment.

**APPENDIX "A" - BARGAINING UNIT TITLES AND RANGES**

<b><u>TITLE</u></b>	<b><u>RANGE</u></b>
Account Clerk	06
Account Clerk Typing	07
Accounting Assistant	15
Building Maintenance Worker	06
Building Superintendent	13
Clerk 1	05
Clerk 2	08
Clerk 3	13
Clerk Transcriber	07
Data Control Clerk	08
Data Entry Operator 1	06
Employee Benefits Clerk	08
Employment Specialist	19
Housing Assistance Technician	12
Housing Inspector	11
Housing Inspector Trainee	09
Human Services Specialist 1	13
Human Services Specialist 2	17
Human Services Specialist 3	20
Investigator 1	19
Keyboarding Clerk	06
Keyboarding Clerk 2	09
Keyboarding Clerk 3	13
Legal Secretary 1	14
Legal Stenographer	14
Messenger	07
Paralegal Specialist	19
Principal Account Clerk	13
Principal Account Clerk/Typing	14
Principal Clerk Transcriber	14
Principal Data Control Clerk	13
Principal Data Entry Machine Operator	13
Principal Employee Benefit Clerk	15
Principal Legal Stenographer	16
Receptionist	06
Receptionist/Telephone Operator	07
Records Support Technician 1	06
Records Support Technician 2	08
Records Support Technician 3	13
Secretarial Assistant	15
Senior Account Clerk	09
Senior Account Clerk/Typing	10
Senior Building Maintenance Worker	08
Senior Clerk Transcriber	10

**APPENDIX "B" - EXPLANATION OF SCHEDULES**

Schedule D	Employees hired on or before December 1, 1989
Schedule E	Employees hired between December 2, 1989 through December 1, 1990
Schedule H	Employees hired between December 2, 1990 through December 19, 1993
Schedule G	Employees hired between December 20, 1993 through October 22, 1997
Schedule I	Employees hired on or after October 22, 1997

'E'

BURLINGTON COUNTY BOARD OF SOCIAL SERVICES  
CWA

JANUARY 1, 2013

SCHEDULE E

REFLECTS AN INCREASE OF 2.00% ADDED TO THE BASE SALARY OF 2012 SCHEDULE E - NO CASH PAYMENT

	1	2	3	4	5	6	7	8	9
0	21550	22442	23335	24225	25118	26009	26901	27791	28682
1	22442	23386	24324	25264	26203	27143	28085	29026	29967
2	23386	24365	25348	26327	27313	28295	29278	30258	31243
3	24365	25396	26425	27455	28482	29514	30544	31572	32603
4	25396	26480	27562	28644	29728	30813	31897	32981	34066
5	26480	27614	28753	29888	31021	32161	33296	34432	35568
6	27614	28815	30012	31213	32413	33608	34808	36009	37210
7	28815	30070	31327	32581	33843	35100	36356	37611	38868
8	30070	31392	32708	34030	35347	36669	37989	39309	40630
9	31392	32776	34161	35543	36927	38310	39694	41082	42466
10	32776	34225	35676	37127	38578	40028	41433	42928	44382
11	34225	35749	37272	38795	40318	41838	43363	44883	46405
12	35749	37346	38943	40542	42138	43736	45335	46931	48531
13	36877	38559	40242	41920	43605	45285	46969	48649	50330
14	38559	40324	42085	43849	45615	47378	49144	50909	52671
15	40324	42175	44030	45882	47735	49585	51442	53295	55146
16	42175	44120	46067	48013	49959	51905	53848	55794	57742
17	44120	46166	48212	50257	52302	54347	56393	58438	60484
18	46168	48313	50458	52603	54749	56892	59036	61183	63328
19	48313	50570	52817	55074	57325	59579	61833	64087	66339
20	50570	52934	55302	57665	60034	62401	64766	67133	69502
21	52934	55418	57907	60390	62875	65361	67847	70334	72820
22	55418	58031	60639	63247	65857	68466	71076	73688	76297
23	58031	60770	63510	66252	68994	71735	74473	77216	79954



'H'

BURLINGTON COUNTY BOARD OF SOCIAL SERVICES

CWA

JANUARY 1, 2013

SCHEDULE H

REFLECTS AN INCREASE OF 2.00% ADDED TO THE BASE SALARY OF 2012 SCHEDULE H - NO CASH PAYMENT

RANGE/STEP	1	2	3	4	5	6	7	8	9
0	21040	21933	22826	23716	24606	25499	26390	27280	28172
1	21933	22874	23814	24755	25693	26634	27573	28516	29457
2	22872	23856	24837	25819	26801	27785	28766	29750	30734
3	23856	24886	25913	26945	27974	29004	30033	31062	32092
4	24887	25969	27052	28135	29217	30302	31388	32471	33554
5	25969	27103	28242	29376	30512	31651	32788	33920	35059
6	27103	28304	29504	30704	31904	33098	34299	35497	36700
7	28304	29559	30816	32072	33332	34590	35844	37101	38358
8	29559	30881	32200	33521	34838	36160	37478	38798	40118
9	30881	32266	33650	35031	36416	37802	39185	40572	41955
10	32265	33715	35168	36616	38068	39518	40923	42419	43873
11	33714	35239	36763	38286	39806	41328	42851	44374	45897
12	35239	36834	38435	40032	41627	43227	44824	46423	48021
13	36368	38048	39730	41412	43096	44773	46457	48139	49819
14	38048	39815	41577	43340	45105	46868	48636	50397	52160
15	39814	41666	43520	45371	47224	49075	50931	52785	54637
16	41666	43609	45557	47500	49450	51396	53338	55287	57229
17	43609	45655	47701	49748	51792	53838	55883	57927	59973
18	45658	47803	49948	52092	54239	56382	58526	60672	62818
19	47803	50060	52309	54557	56813	59069	61322	63576	65828
20	50060	52425	54792	57157	59523	61891	64258	66623	68993
21	52425	54909	57395	59880	62363	64852	67338	69823	72312
22	54909	57520	60128	62738	65346	67958	70567	73177	75787
23	57520	60260	63001	65739	68484	71225	73962	76707	79445

'D'

BURLINGTON COUNTY BOARD OF SOCIAL SERVICES

CWA

JANUARY 1, 2014

SCHEDULE D

REFLECTS AN INCREASE OF 1.75% ADDED TO THE BASE SALARY OF 2013 SCHEDULE D

RANGE/STEP	1	2	3	4	5	6	7	8	9
0	23232	24140	25049	25953	26861	27768	28675	29583	30490
1	24140	25097	26055	27012	27966	28924	29883	30836	31797
2	25097	26097	27096	28094	29093	30097	31096	32093	33092
3	26097	27145	28192	29239	30288	31336	32381	33430	34477
4	27145	28248	29354	30453	31554	32658	33760	34862	35965
5	28248	29404	30559	31715	32869	34029	35187	36339	37494
6	29404	30625	31844	33065	34285	35502	36723	37943	39163
7	30625	31904	33180	34458	35738	37018	38296	39575	40852
8	31904	33246	34585	35932	37272	38616	39959	41302	42643
9	33246	34653	36061	37470	38878	40289	41694	43105	44517
10	34653	36128	37605	39083	40559	42034	43467	44987	46464
11	36128	37680	39230	40778	42328	43876	45423	46975	48524
12	37680	39304	40930	42557	44181	45808	47433	49059	50685
13	38829	40537	42251	43960	45673	47381	49095	50806	52517
14	40537	42335	44128	45924	47719	49512	51306	53100	54897
15	42335	44221	46105	47990	49876	51761	53648	55532	57417
16	44221	46198	48178	50158	52136	54119	56098	58076	60055
17	46198	48276	50360	52442	54524	56605	58688	60764	62846
18	48278	50464	52645	54830	57010	59193	61375	63560	65741
19	50464	52757	55049	57342	59633	61927	64222	66512	68803
20	52757	55163	57571	59982	62390	64798	67206	69612	72025
21	55163	57693	60225	62750	65280	67810	70339	72871	75398
22	57693	60349	63003	65659	68318	70972	73626	76281	78936
23	60349	63138	65928	68715	71507	74293	77080	79874	82662

'G'

BURLINGTON COUNTY BOARD OF SOCIAL SERVICES

CWA

JANUARY 1, 2014

SCHEDULE G

REFLECTS AN INCREASE OF 1.75% ADDED TO THE BASE SALARY OF 2013 SCHEDULE G

RANGE/STEP	1	2	3	4	5	6	7	8	9
0	20666	21574	22481	23388	24295	25203	26111	27017	27922
1	21574	22532	23487	24446	25400	26357	27318	28273	29230
2	22532	23530	24531	25530	26528	27529	28530	29530	30528
3	23530	24579	25626	26677	27722	28769	29818	30864	31912
4	24579	25682	26784	27885	28988	30095	31195	32300	33401
5	25682	26836	27993	29147	30302	31462	32618	33773	34929
6	26836	28056	29278	30500	31720	32937	34156	35378	36597
7	28056	29335	30618	31893	33174	34454	35731	37007	38289
8	29335	30680	32020	33366	34705	36050	37395	38734	40079
9	30680	32087	33495	34904	36314	37721	39130	40540	41947
10	32087	33564	35040	36517	37993	39470	40896	42417	43898
11	33564	35113	36663	38213	39762	41309	42860	44408	45959
12	35113	36739	38364	39992	41616	43240	44868	46492	48121
13	36263	37975	39684	41394	43107	44816	46530	48240	49950
14	37975	39769	41562	43357	45154	46948	48742	50538	52330
15	39769	41652	43539	45423	47310	49195	51081	52968	54852
16	41652	43631	45614	47592	49572	51552	53533	55513	57492
17	43631	45712	47797	49876	51955	54035	56118	58199	60282
18	45714	47898	50081	52264	54444	56625	58808	60993	63175
19	47898	50194	52480	54777	57068	59361	61653	63946	66241
20	50194	52600	55009	57414	59824	62230	64642	67048	69459
21	52600	55128	57657	60186	62714	65243	67775	70303	72835
22	55128	57784	60438	63095	65750	68403	71059	73717	76374
23	57784	60572	63361	66150	68941	71729	74515	77308	80093

"I" BURLINGTON COUNTY BOARD OF SOCIAL SERVICES

CWA

JANUARY 1, 2014

SCHEDULE I

REFLECTS AN INCREASE OF 1.75% ADDED TO THE BASE SALARY OF 2013 SCHEDULE I

RANGE/STEP	1	2	3	4	5	6	7	8	9
1	21675	22580	23488	24394	25301	26209	27118	28022	28929
2	22580	23538	24492	25452	26406	27364	28324	29279	30237
3	23538	24537	25537	26535	27536	28535	29537	30535	31534
4	24537	25584	26631	27681	28728	29776	30824	31871	32918
5	25584	26688	27791	28892	29994	31100	32203	33305	34407
6	26688	27843	29001	30153	31308	32468	33624	34779	35937
7	27843	29062	30284	31506	32727	33943	35163	36384	37604
8	29062	30341	31622	32897	34181	35459	36735	38014	39295
9	30341	31687	33025	34371	35712	37056	38402	39742	41086
10	31687	33093	34501	35911	37320	38726	40136	41549	42956
11	33093	34571	36047	37523	39000	40474	41905	43423	44903
12	34571	36118	37668	39220	40769	42317	43865	45415	46965
13	36118	37745	39371	40998	42622	44247	45873	47497	49129
14	37269	38979	40688	42401	44114	45822	47537	49246	50957
15	38979	40776	42567	44363	46161	47955	49750	51543	53336
16	40776	42659	44544	46430	48315	50200	52089	53974	55858
17	42659	44639	46619	48599	50578	52558	54540	56519	58498
18	44639	46717	48802	50883	52962	55043	57126	59204	61288
19	46719	48904	51086	53272	55452	57633	59816	62000	64181
20	48904	51201	53488	55782	58074	60367	62661	64952	67248
21	51201	53606	56015	58421	60830	63237	65648	68054	70464
22	53606	56134	58662	61191	63720	66250	68780	71307	73840
23	56134	58790	61445	64101	66756	69410	72064	74722	77379
24	58790	61579	64367	67155	69946	72737	75520	78313	81103

'E'

BURLINGTON COUNTY BOARD OF SOCIAL SERVICES  
CWA

JANUARY 1, 2015

SCHEDULE E

REFLECTS AN INCREASE OF 1.75% ADDED TO THE BASE SALARY OF 2014 SCHEDULE E

	1	2	3	4	5	6	7	8	9
0	22311	23235	24159	25080	26005	26927	27851	28772	29695
1	23235	24211	25183	26156	27129	28101	29076	30051	31025
2	24211	25225	26243	27257	28277	29294	30311	31327	32346
3	25225	26292	27358	28424	29487	30556	31623	32687	33755
4	26292	27415	28535	29655	30777	31901	33023	34145	35269
5	27415	28589	29768	30943	32116	33297	34472	35648	36823
6	28589	29832	31071	32315	33557	34794	36037	37280	38524
7	29832	31131	32433	33731	35038	36339	37639	38939	40240
8	31131	32500	33862	35232	36595	37964	39330	40697	42064
9	32500	33934	35367	36798	38231	39662	41096	42533	43965
10	33934	35433	36935	38438	39940	41441	42896	44443	45949
11	35433	37012	38588	40165	41742	43315	44894	46467	48043
12	37012	38665	40318	41973	43625	45280	46935	48588	50244
13	38179	39921	41663	43400	45144	46883	48627	50366	52107
14	39921	41748	43570	45397	47225	49051	50879	52707	54531
15	41748	43664	45585	47502	49420	51336	53258	55177	57093
16	43664	45678	47693	49708	51723	53737	55749	57763	59780
17	45678	47796	49914	52031	54148	56266	58384	60502	62619
18	47798	50018	52239	54461	56682	58901	61120	63343	65564
19	50018	52355	54681	57019	59349	61683	64016	66350	68681
20	52355	54803	57255	59701	62154	64604	67052	69503	71956
21	54803	57375	59951	62522	65095	67669	70242	72817	75391
22	57375	60080	62780	65480	68182	70883	73586	76290	78991
23	60080	62915	65752	68591	71430	74267	77102	79942	82777

'H'

BURLINGTON COUNTY BOARD OF SOCIAL SERVICES

CWA

JANUARY 1, 2015

SCHEDULE H

REFLECTS AN INCREASE OF 1.75% ADDED TO THE BASE SALARY OF 2014 SCHEDULE H

RANGE/STEP	1	2	3	4	5	6	7	8	9
0	21783	22708	23631	24553	25475	26399	27322	28243	29167
1	22708	23681	24655	25629	26601	27574	28547	29523	30497
2	23679	24698	25714	26731	27747	28766	29781	30801	31819
3	24698	25765	26827	27897	28962	30028	31094	32159	33225
4	25766	26885	28007	29128	30248	31372	32496	33617	34738
5	26885	28060	29239	30413	31589	32769	33946	35118	36297
6	28060	29303	30545	31788	33030	34266	35510	36750	37995
7	29303	30602	31904	33204	34509	35811	37109	38411	39712
8	30602	31971	33337	34705	36068	37437	38801	40168	41534
9	31971	33406	34838	36268	37701	39137	40569	42004	43436
10	33405	34905	36409	37909	39412	40914	42368	43916	45422
11	34904	36483	38061	39638	41212	42787	44364	45941	47517
12	36483	38135	39792	41446	43096	44753	46406	48062	49716
13	37652	39391	41132	42874	44617	46354	48097	49838	51578
14	39391	41221	43045	44870	46697	48523	50353	52176	54002
15	41220	43137	45057	46973	48891	50808	52729	54649	56566
16	43137	45149	47165	49177	51196	53210	55221	57239	59250
17	45149	47267	49385	51505	53620	55739	57856	59972	62091
18	47270	49491	51711	53932	56154	58373	60592	62814	65036
19	49491	51827	54155	56481	58819	61155	63487	65821	68152
20	51827	54275	56727	59175	61625	64076	66527	68975	71429
21	54275	56848	59421	61994	64564	67142	69715	72288	74865
22	56848	59551	62251	64953	67654	70357	73059	75761	78462
23	59551	62388	65226	68060	70901	73739	76573	79415	82250

'D'

BURLINGTON COUNTY BOARD OF SOCIAL SERVICES  
CWA

JANUARY 1, 2016

SCHEDULE D

REFLECTS AN INCREASE OF 1.75% ADDED TO THE BASE SALARY OF 2014 SCHEDULE D

5

RANGE/STEP	1	2	3	4	5	6	7	8	9
0	24053	24992	25933	26869	27809	28748	29688	30628	31567
1	24992	25983	26975	27966	28953	29945	30938	31925	32919
2	25983	27019	28052	29086	30120	31160	32194	33226	34260
3	27019	28103	29187	30272	31357	32442	33525	34610	35694
4	28103	29245	30391	31528	32668	33812	34952	36093	37234
5	29245	30443	31638	32835	34029	35231	36430	37622	38818
6	30443	31706	32968	34233	35495	36755	38020	39283	40545
7	31706	33030	34352	35675	36999	38325	39648	40973	42294
8	33030	34420	35806	37201	38588	39980	41370	42760	44148
9	34420	35876	37334	38793	40250	41711	43166	44627	46089
10	35876	37403	38933	40463	41991	43518	45002	46575	48104
11	37403	39010	40616	42218	43823	45425	47027	48633	50237
12	39010	40692	42375	44060	45741	47426	49108	50792	52475
13	40200	41968	43742	45512	47285	49054	50828	52600	54371
14	41968	43830	45686	47546	49404	51260	53118	54975	56836
15	43830	45782	47733	49685	51637	53589	55542	57493	59444
16	45782	47829	49879	51929	53976	56030	58079	60126	62175
17	47829	49981	52138	54294	56449	58604	60760	62909	65065
18	49983	52246	54503	56766	59023	61283	63542	65804	68062
19	52246	54619	56992	59366	61739	64114	66490	68860	71232
20	54619	57110	59603	62100	64593	67086	69579	72070	74567
21	57110	59730	62351	64965	67584	70204	72822	75444	78060
22	59730	62480	65228	67977	70730	73478	76225	78974	81723
23	62480	65367	68256	71142	74031	76916	79802	82694	85581

'G'

BURLINGTON COUNTY BOARD OF SOCIAL SERVICES

CWA

JANUARY 1, 2016

SCHEDULE G

REFLECTS AN INCREASE OF 1.75% ADDED TO THE BASE SALARY OF 2015 SCHEDULE G

RANGE/STEP	1	2	3	4	5	6	7	8	9
0	21396	22336	23274	24213	25153	26093	27033	27971	28908
1	22336	23327	24316	25309	26297	27287	28282	29271	30262
2	23327	24361	25397	26432	27464	28501	29537	30573	31606
3	24361	25447	26530	27619	28701	29784	30871	31954	33038
4	25447	26588	27730	28870	30011	31158	32296	33440	34581
5	26588	27784	28981	30176	31372	32573	33770	34965	36162
6	27784	29047	30311	31577	32840	34099	35362	36627	37889
7	29047	30370	31699	33019	34346	35670	36992	38314	39641
8	30370	31763	33150	34544	35930	37323	38715	40102	41494
9	31763	33220	34677	36137	37596	39053	40512	41971	43428
10	33220	34749	36277	37806	39335	40864	42340	43914	45448
11	34749	36352	37958	39562	41166	42768	44373	45976	47581
12	36352	38036	39718	41404	43085	44767	46452	48134	49820
13	37544	39316	41085	42855	44629	46398	48173	49943	51713
14	39316	41173	43029	44888	46748	48606	50463	52322	54178
15	41173	43123	45076	47027	48980	50932	52885	54838	56789
16	43123	45172	47224	49272	51323	53372	55423	57472	59522
17	45172	47326	49484	51637	53789	55943	58099	60253	62410
18	47328	49589	51849	54110	56366	58624	60884	63146	65406
19	49589	51966	54332	56711	59083	61457	63830	66204	68580
20	51966	54458	56952	59441	61936	64427	66924	69415	71912
21	54458	57075	59693	62311	64928	67547	70168	72785	75407
22	57075	59824	62572	65322	68072	70818	73568	76320	79071
23	59824	62711	65598	68486	71375	74261	77146	80038	82921



**BURLINGTON COUNTY BOARD OF SOCIAL SERVICES**

**CWA**

**JANUARY 1, 2016**

**SCHEDULE I**

REFLECTS AN INCREASE OF 1.75% ADDED TO THE BASE SALARY OF 2015 SCHEDULE I

RANGE/STEP	1	2	3	4	5	6	7	8	9
1	22440	23377	24317	25255	26195	27135	28076	29011	29950
2	23377	24369	25357	26350	27338	28330	29324	30312	31304
3	24369	25403	26439	27471	28508	29542	30580	31613	32648
4	25403	26488	27571	28658	29743	30827	31912	32997	34080
5	26488	27630	28772	29912	31053	32198	33340	34481	35622
6	27630	28826	30025	31218	32413	33614	34811	36007	37206
7	28826	30088	31353	32618	33883	35141	36404	37669	38932
8	30088	31412	32738	34059	35388	36711	38032	39356	40683
9	31412	32806	34191	35584	36973	38364	39758	41145	42537
10	32806	34261	35719	37178	38638	40094	41553	43016	44473
11	34261	35792	37320	38848	40377	41903	43384	44956	46489
12	35792	37393	38998	40604	42208	43812	45414	47019	48623
13	37393	39078	40761	42445	44127	45809	47493	49174	50864
14	38585	40355	42125	43898	45672	47440	49215	50985	52756
15	40355	42216	44070	45929	47791	49648	51507	53363	55219
16	42216	44166	46117	48070	50021	51973	53929	55880	57831
17	44166	46215	48265	50314	52364	54414	56465	58514	60564
18	46215	48367	50525	52679	54832	56986	59143	61294	63452
19	48369	50631	52890	55153	57409	59668	61928	64189	66447
20	50631	53009	55376	57751	60124	62498	64874	67246	69622
21	53009	55499	57992	60483	62978	65470	67966	70457	72952
22	55499	58116	60734	63352	65970	68589	71209	73825	76447
23	58116	60866	63614	66364	69113	71861	74608	77361	80111
24	60866	63753	66639	69526	72415	75305	78187	81077	83966

7. Sick, vacation, personal, or bereavement leave, which is taken by an employee participating in the Compressed Work Schedule Program, shall be charged on a prorated basis according to the actual time the employee is absent from his/her scheduled work day. If an employee who participates in the Compressed Work Schedule Program is absent for a day, he/she shall have his/her leave time reduced by seven and three-fourths (7  $\frac{3}{4}$ ) hours unless he/she were scheduled to work eight (8) hours at which time his/her leave shall be reduced by eight (8) hours.

8. Since employees participating in the Compressed Work Schedule Program have a longer workday than employees in the standard ten (10) day work schedule, a time differential exists on holidays. This differential shall be equalized in the following manner during the period for those employees who elect to participate in the Compressed Work Schedule Program. If a holiday occurs on an employee's regular day off, he/she shall be granted, on a straight hour-for-hour basis, seven (7) hours of compensatory time which shall be used within three (3) months of being earned. If the employee fails to use their earned compensatory time within the prescribed three (3) months, the Employer shall schedule the use of the compensatory time with five (5) days notice to the employee. If a holiday occurs on a day that the employee was scheduled to work, the employee shall be granted seven (7) hours of paid holiday time. The difference between what the employee was scheduled to work and seven (7) hours shall be charged, at the employee's option, to either paid vacation, paid personal, or paid compensatory time.

9. Employees who work in excess of thirty-five (35) hours per week in order to participate in the Compressed Work Schedule Program shall not be eligible for time and one-half overtime pay for hours worked in excess of thirty-five (35) hours for the sole reason of participating in the Compressed Work Schedule Program. Participation in the Compressed Work Schedule Program shall not prohibit an employee from being eligible for overtime if the employee works in excess of his/her scheduled number of hours with prior administrative approval, by working more than seventy (70) hours in a two (2) week pay period.

10. Employees who participate in the Compressed Work Schedule Program may at times have to attend a meeting, fair hearing, training session, or similar function during their scheduled day off under the Compressed Work Schedule Program. If this occurs, the employee shall be allowed to reschedule their day off with their supervisor's approval. Prior to requiring the employee to reschedule their day off, the Employer shall examine alternatives such as but not limited to requiring an alternative employee to attend the meeting or testify at the fair hearing. Any such decision rendered by the Employer is done on a case by case basis and shall not be viewed as setting agency precedent. The Employer shall provide adequate notice to the employee if they shall be required to reschedule their day off. Adequate notice shall be considered as soon as reasonably possible once the Employer becomes aware of the scheduling conflict.

11. All administrators and unit supervisors shall not unduly deny or restrict an employee's request to use their paid leave solely because the employee is participating in the Compressed Work Schedule Program.

12. An employee who loses eligibility to participate in the Compressed Work Schedule Program shall revert to the standard ten (10) day work schedule at the beginning of the next pay period upon two (2) weeks notification by the Employer's Fiscal Department.

13. The Union recognizes the Employer's right in accordance with Article 9 of this Agreement to request and receive medical documentation for the approval of sick leave whenever the Employer's request appears reasonable. The Union also recognizes that abuse of sick leave shall be cause for disciplinary action.

f. All employees, whether in the Compressed Work Schedule Program, the Extended Hours Program, or in the standard work schedule shall be required to work seventy (70) hours in a pay period. Employees who work in excess of thirty-five (35) hours per week in order to participate in the Extended Hours Program shall not be eligible for time and one-half overtime pay for hours worked in excess of thirty-five (35) hours for the sole reason of participating in the Extended Hours Program. Participation in the Extended Hours Program shall not prohibit an employee from being eligible for overtime if the employee works in excess of his/her scheduled number of hours with prior administrative approval by working more than seventy (70) hours in a two (2) week pay period.

#### 4. Extended Hours Program Under the Compressed Work Schedule Program

a. Employees who meet the eligibility criteria and voluntarily elect to participate in the Compressed Work Schedule Program as specified in Appendix C may work one (1) of two (2) schedules under the Extended Hours Program. The employee may work any of the three (3) schedules as listed in the Compressed Work Schedule Program seven (7) out of the nine (9) days they are scheduled to work and on the day the agency is open late, shall work from 10:45 A.M. to 7:30 P.M.

b. Employees who meet the eligibility criteria of the Compressed Work Schedule Program as specified in Appendix C and who participate in the Extended Hours Program but who do not elect to work one (1) of the three (3) schedules specified in Appendix C may still voluntarily participate in the Compressed Work Schedule Program by working 8:00 A.M. to 7:30 P.M. each Thursday under the Extended Hours Program and then working their normal seven (7) hour shifts, be it 8:00 A.M. to 4:00 P.M., 8:30 A.M. to 4:30 P.M., or 9:00 A.M. to 5:00 P.M., for the other seven (7) days of the pay period with a tenth (10<sup>th</sup>) day off.

#### 5. Standard Work Schedule Under the Expanded Hours Program

a. Employees who participate in the Expanded Hours Program but do not participate in the Compressed Work Schedule Program either due to ineligibility for the Compressed Work Schedule Program or voluntarily electing not to participate in the Compressed Work Schedule Program may participate in the Expanded Hours Program by working 11:30 A.M. through 7:30 P.M. each Thursday. The employee continues to work their normal work schedule the other eight (8) days of the work period be it working 8:00 A.M. through 4:00 P.M., 8:30 A.M. through 4:30 P.M., or 9:00 A.M. through 5:00 P.M..

b. Employees who voluntarily elect to participate in the Extended Hours Program under the Compressed Work Schedule Program by working the 8:00 A.M. to 7:30 P.M. schedule shall have two (2) meal breaks of a one-half (½) hour duration. The employee shall also receive three (3) breaks of fifteen (15) minutes. Two (2) of the three (3) fifteen (15) minute breaks may be taken in conjunction with their two (2) meal breaks. All breaks on the extended day shall be completed no later than 6:00 P.M., except in unusual circumstances with approval from the employee's administrator. Those employees working the ten and one-half (10½) hour shift, shall be given the first opportunity to take the latest meal and break periods.

#### 6. Leaves

Employees who participate in the Extended Hours Program under the Compressed Work Schedule Program shall have their sick, vacation, bereavement, and personal leave charged on a prorated basis according to the actual time the employee is absent from his/her scheduled work day in accordance with Appendix C.