

# AGREEMENT

BETWEEN

THE GLOUCESTER COUNTY  
BOARD OF CHOSEN FREEHOLDERS

AND

THE COMMUNICATIONS WORKERS  
OF AMERICA, AFL-CIO



Local 1085

Division of Social Services

Rank-and-File and Supervisory Units

January 1, 2019 - December 31, 2023

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## **PREAMBLE**

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

## **ARTICLE 1 RECOGNITION**

1.1. **Rank-and-File Unit.** The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for part-time (employed on a regular basis) and full-time non-supervisory employees of the Division of Social Services, excluding casual, temporary, seasonal and confidential employees and managerial executives. The job classifications which currently comprise the bargaining unit are listed in Appendix I. Excluded from the bargaining unit are all other job classifications, including but not limited to:

Assistant Training Supervisor	Property and Resources Supervisor
Assistant Administrative Supervisor	Training Supervisor
Chief Investigator	Chief Clerk
Child Support Coordinator	Administrative Secretary, County Welfare Agency
Director	Secretarial Assistant (Confidential)
Deputy Director	Secretarial Assistant Stenography (Confidential)
Fiscal Officer	All Supervisors
Personnel Assistant	All Administrative Supervisors
Principal Clerk Stenographer (Confidential)	

1.2. **Supervisory Unit.** The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for part-time (employed on a regular basis) and full-time supervisory employees of the Division of Social Services, as certified by PERC, in the job classifications (including bilingual variants) which currently comprise the bargaining unit and are listed in Appendix I. Excluded from the bargaining unit are all other classifications, including but not limited to casual, temporary, or seasonal employees; non-supervisory employees; confidential employees; and managerial executives. The positions of Director, Deputy Director, Administrative Supervisor, Assistant Administrative Supervisor, Training Officer, Fiscal Officer, Personnel Assistant, and Child Support Coordinator shall be specifically excluded.

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

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

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

1.6. **Performance of Unit Work by Work Experience Participants.** Duties ordinarily performed by bargaining unit employees may be assigned to work experience or community service participants outside the unit under the following conditions only:

- (a) Written notice shall be provided to the union at least 10 days before any participant begins work.
- (b) The union shall be apprised of the nature of the work to be assigned.

(c) No such assignment shall be made or continued if the positions of employees who ordinarily perform such work have been reduced in number within the past 12 months or if any such positions remain unfilled for longer than three months.

## **ARTICLE 2 HOURS OF WORK AND OVERTIME**

2.1. **Hours of Work.** The current hours of work shall continue, except as may be provided otherwise by agreement of the parties. The regular workweek shall consist of 35 hours, start time as early as 7:30 AM and end time as late as 4:45 PM, with one hour for lunch, Monday through Friday. All employees shall be full-time, with the exception of special part-time arrangements of a voluntary nature as may be approved by the Director of Human Resources in consultation with the Union. Notwithstanding the hours of work specified, the Director of Human Resources may allow voluntary flex-time and job-sharing arrangements.

The Employer shall offer all current employees on a 35-hour workweek a 37.5-hour or 40-hour workweek and the current employee may voluntarily accept the increased workweek schedule. Any current employee who voluntarily accepts a 37.5-hour or 40-hour workweek shall be able to choose an available schedule by seniority. Any current employee who accepts an increased number of hours shall maintain their hourly rate of pay and move accordingly on the pay and step scale. Any employee who chooses an increased workweek schedule shall have the option of a 30-minute or 60-minute unpaid lunch break.

Any current employee, as of the date of ratification of this Agreement, shall maintain their current hours and current schedules if the employee so chooses. Current employees cannot be forced to accept an offer of a workweek with increased hours.

If an employee accepts an increased workweek schedule, the employee shall be permitted to return to the employee's prior schedule after serving in the schedule for a minimum of six (6) months, except employees who have a compressed workweek and who agree to an increased workweek schedule shall not be permitted to return to a compressed workweek schedule.

Current employees desiring to work an increased schedule shall express their request in writing to the Employer no later than March 1, 2020. The Employer agrees that such requests will be honored by seniority and implemented during the first full pay period after April 1, 2020. Thereafter, requests will be honored based on the operational needs of the Employer. However, in cases where there is more than one increased hours workweek schedule within the Department preference shall be given to the most senior employee before the schedule is offered to any newly hired employee.

2.2. **Lunch Hours.** The Employer may arrange the lunch hours of employees so as to have part of the staff available to the public at all times.

2.3. **Changes in Operating Hours.** The hours of operation for the agency may be varied or extended by the Employer as the need arises. It is further understood that the Employer retains the right to determine staffing levels, including the number of employees and the classifications needed during all hours of operation. In the event of a change

in the hours of operation, an agreement will be worked out cooperatively between the Employer and the Union concerning the selection of staff and work schedules to accommodate such change.

**2.4. Compressed Workweek Program.** The current compressed workweek program will be continued for all employees who are on a compressed workweek schedule.

Except for the 15 employees covered by the settlement of grievance no. 2018-08-29, there will be no entitlement to a compressed workweek schedule for employees who do not currently have such a schedule as of the effective date of this Agreement.

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

**2.6. Overtime Compensation.** Employees covered by this Agreement will be compensated at the rate of time-and-a-half in cash or compensatory time off, at the employee's option, providing there has been approval by the Employer for authorized overtime hours in excess of the regularly scheduled workweek. Compensatory time off shall be used during the same pay period whenever possible and shall be scheduled subject to management's approval. For purposes of overtime compensation, all paid time, whether worked or not, as well as approved unpaid union leave, shall be counted as worked time. Time and a half starts at time worked over 40 in the pay week for employees on a 40-hour a week workweek, over 37.5 in the pay week for employees on a 37.5-hour a week workweek, and over 35 in the pay week for employees on a 35-hour a week workweek.

**2.7. Lateness.** Employees are expected to report to work on time. Unless excused by the Employer for good cause, lateness shall be treated in accordance with the following provisions:

(a) Daily lateness's of five minutes or less will not be counted for purposes of discipline or docking of pay, provided the employee makes up the lateness within the same day.

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

**2.9. Work Time for Testimony.** An employee who is required to testify as a witness in any matter arising out of his or her job or concerning anything that was done as part of his or her job will be deemed to be on work time while appearing and testifying accordingly.

## **ARTICLE 3 GRIEVANCE PROCEDURE**

**3.1. Purpose.** The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment, consistent with applicable laws, regulations, contractual obligations, operational requirements, and standards of fairness. Nothing herein shall be construed as preventing an employee with a grievance from discussing the matter informally with any appropriate supervisor.

**3.2. Definition.** The term "grievance" as used herein shall mean an appeal of the interpretation, application, or violation of applicable written policies, written agreements, or administrative decisions affecting the terms and conditions of employment.

**3.3. General Provisions.**

(a) *Election of remedies.* In the event a dispute is appealed to the State Merit System Board, Division on Civil Rights, court, or other forum provided by law, the appellant (*i.e.*, employee and/or Union) shall not be entitled to pursue the matter to arbitration by means of the grievance procedure set forth herein.

(b) Formal grievances shall be presented through the Union, and an aggrieved employee shall be represented at all stages of the grievance procedure by a steward or other designated Union representative. Notwithstanding this provision, if the Union declines to present a grievance on behalf of an employee, the employee may present the grievance himself or herself at the lowest applicable level of the grievance procedure.

(c) A grievance must be filed within 21 calendar days after the occurrence giving rise to the grievance. Failure to file or advance a grievance within the prescribed time limits shall constitute forfeiture. However, time limits for filing or responding to grievances at any step may be extended by consent of the parties.

(d) Union representatives shall be afforded reasonable opportunity to investigate and process grievances during working hours without loss of regular straight-time pay, provided that permission is obtained in advance from the appropriate department head or his/her designee if this should require the union representative to be absent from the job or to be otherwise relieved of his or her regular responsibilities for a temporary period. Failure of a Union Representative to seek advance permission to be absent from duties to investigate and process such matters is subject to disciplinary action.

(e) Grievances shall be initiated at the lowest step of the grievance procedure in which the management representative has authority to adjust the matter. Steps may also be waived in appropriate circumstances by agreement of the parties.

(f) Grievances processed through the steps of the grievance procedure as provided herein shall be in writing and signed by the grievant or Union representative. Responses shall also be in writing.

(g) All parties shall provide discovery upon request, with reasonable promptness.

#### 3.4. Steps.

Step 1. The grievance shall be taken to the appropriate department head or designee, who shall make an effort to resolve the problem and respond within seven (7) calendar days.

Step 2. If not resolved at the previous level, the grievance may be submitted within fourteen (14) calendar days after receipt of management's response to the County Administrator, who shall render a decision in writing within fourteen (14) calendar days thereafter. A copy of the Step 1 filing, together with a copy of the Step 1 response, if any, shall be furnished to the County Administrator at his or her request. If requested by the Union, an informal conference will be provided prior to the decision of the County Administrator or his designee, except that the Director may notify the parties to make written submissions in lieu of a conference if there is no material dispute over the facts.

Step 3. If the Union is not satisfied with the decision of the County Administrator, the matter may be appealed to the Board of Freeholders within fourteen (14) calendar days after receipt by filing the grievance with the Freeholder Director. The Freeholder Director or his/her designee shall consider the matter and render a written decision on behalf of the Board within twenty-one (21) calendar days. If a hearing is requested at this Step, the Freeholder Director may designate himself or the County Administrator, County Counsel, or other designee to conduct the hearing, which shall be held prior to the Freeholder Director's or his/her's designee decision. If the Union objects to the Director's or his/her's designee decision, it may request the full Board to review the decision by filing notice to the Clerk of the Board within fourteen (14) calendar days after receipt. The Board may then consider the matter as a body but shall not be required to do so unless so moved by one or more members of the Board. If no action is taken by the Board to reject or modify the Director's decision within twenty-one (21) calendar days, the decision shall stand.

Step 4. If the Union is not satisfied with the response to the grievance at the preceding step, either by the Freeholder Director or by the full Board, demand for arbitration may be made by the Union to the Public Employment

Relations Commission within thirty (30) calendar days thereafter. Unless agreed otherwise by the parties, the arbitrator shall be selected pursuant to the procedures of the Public Employment Relations Commission.

(a) Arbitration shall be limited to grievances based upon the interpretation, application, or violation of an express provision of this Agreement. A disciplinary grievance shall not be submitted for arbitration where a statutory right of appeal to the New Jersey Civil Service Commission is available.

(b) The arbitrator shall not add to, subtract from, or modify the terms of this Agreement.

(c) No more than one grievance or issue may be submitted to a single arbitrator unless otherwise agreed to in writing by the parties.

(d) It is understood that arbitration is limited to the four corners of the Agreement and the arbitrator is not to consider any past practice precedent.

(e) The arbitrator shall issue an award in writing to the parties, which shall be final and binding.

(f) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the County and the Union. Any other expenses shall be paid by the party incurring them.

## **ARTICLE 4**

### **DUES DEDUCTIONS AND REPRESENTATION FEES**

4.1. **Dues Checkoff.** The Employer agrees to deduct from the pay of each employee who furnishes a written authorization for such deduction in a form acceptable to the Employer, during each calendar month, the amount of monthly dues. Dues shall be in such amount as may be certified to the Employer by the Union at least 30 days prior to the month in which the deduction of Union dues is to be made. Deduction of Union dues made pursuant hereto shall be remitted by the Employer to the Secretary-Treasurer of the Union by the 10th day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local President.

4.2. **Withdrawal of Dues Checkoff.** All deductions agreed upon in Section 4.1 above will be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9e, as amended. In the event any employee withdraws his or her authorization for dues deduction by notice to the County Treasurer, such dues shall be halted as of July 1 next following the date on which notice of withdrawal was filed.

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

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



## **ARTICLE 5**

### **SALARY AND LONGEVITY PAYMENTS**

**5.1. Salaries.** Salaries and ranges of employees shall be in accordance with the appropriate salary schedules as indicated in Appendices I and II. Annual salary figures are based on a 35-hour week and shall be pro-rated on an hourly basis for part-time employees. Across-the-board adjustments shall be as follows:

(a) Following ratification of this Agreement, each employee currently on the payroll will be placed on the correct range shown in Salary Schedule A of Appendix I, on the next numbered step higher than his or her previous step, thereby resulting in a 2.25% across-the-board salary increase. This salary increase will be effective retroactively to January 1, 2019. Retroactive salary payments will also be made for all former employees who retired between January 1, 2019 and the date of the across-the-board adjustments. Employees hired after the across-the-board adjustments are issued for 2019 will be placed on step 1 of the appropriate range.

(b) As of January 1, 2020, each employee's salary will be adjusted to the respective range of Schedule B, on the next numbered step higher than his or her previous step, thereby resulting in a 2.25% across-the-board salary increase.

(c) As of January 1, 2021, each employee's salary will be adjusted to the respective range of Schedule C, on the same numbered step as his or her previous step, thereby resulting in a 2.25% across-the-board salary increase.

(d) As of January 1, 2022, each employee's salary will be adjusted to the respective range of Schedule D, on the same numbered step as his or her previous step, thereby resulting in a 2.25% across-the-board salary increase.

(e) As of January 1, 2023, each employee's salary will be adjusted to the respective range of Schedule D, on the same numbered step as his or her previous step, thereby resulting in a 2.25% across-the-board salary increase.

(f) Employees who exceed the top step of their respective salary range shall receive the same percentage adjustments as provided to those on steps.

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

(a) All increments or step increases shall be granted annually to all employees, except those employees who are already at the highest step of their scale, on January 1 of each year.

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

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

**5.4. Longevity Payments.** All employees who as of December 1 of each year have completed at least nine years of active service shall be entitled to a non-cumulative longevity bonus in accordance with the following schedule, provided they were hired prior to June 1, 2012:

9-14 years--\$1,050

15-19 years--\$1,450

20 or more year--\$1,750

Longevity bonuses shall be paid to eligible employees by separate check the week following the first pay day in December of each year. Employees hired on or after June 1, 2012 will not be eligible for longevity payments.

## **ARTICLE 6 EDUCATIONAL ASSISTANCE**

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

**6.2. Approval of Courses.** All courses of this nature must first be approved by the Director of Human Resources. The Director will develop criteria that will clearly indicate that the course is work-related and that the course will contribute to the Employer in some measurable way. Any employee seeking reimbursement for work-related courses must submit a copy of the transcript indicating that the employee has maintained at least a C or 2.0 average in the course, if it is an undergraduate course. All grades must be submitted to the Director and in addition to the grade sheet, actual proof of payment from the institution by the employee must be submitted within a reasonable time.

**6.3. Submission of Requests.** Requests for educational assistance shall be submitted prior to the beginning of the course, but in no case later than the month in which the course begins. The Director of Human Resources shall inform the employee of the decision for reimbursement within 30 days after the employee's request has been made.

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

## **ARTICLE 7 TRAVEL EXPENSES**

**7.1. Automobile Expenses.** Mileage reimbursements for employees who are required to use their own vehicles shall be in accordance with the standard mileage rate for business purposes as periodically determined by the Internal Revenue Service. The Employer shall also reimburse employees for necessary tolls and parking expenses which may be incurred in the course of employment. Mileage reimbursement will not include the normal commute between the employee's home and work site.

**7.2. Subsistence Expenses.** Whenever employees are required to travel on official business outside the county, necessary lodging and meal expenses shall be paid by the Employer. Payments for meal expenses shall consist of \$12.50 for breakfast, \$17.50 for lunch, and \$27.50 for dinner.

## **ARTICLE 8 BEREAVEMENT LEAVE DAYS**

**8.1. Eligibility for Paid Bereavement Leave.** Each employee will be entitled to bereavement leave without loss of regular straight-time pay to participate in, arrange and/or attend funeral or burial services, or participate in religious observances for a member of his or her immediate family. For purposes of this section, "immediate family" shall include the following relatives of either the employee or the employee's spouse: father, mother, step-father, step-mother, grandmother, grandfather, grandchild, great-grandchild, spouse, child, foster child, stepchild, sister, brother, step-sister, step-brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, niece, nephew, aunt, uncle, and cousin. In addition, "immediate family" shall include any relative or domestic partner of the employee residing in the employee's household. "Parent" means a biological parent or an individual who stands or stood *in loco parentis* to an employee when the employee was a child. Persons who are *in loco parentis* include those with day-to-day responsibilities to care for and financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. Bereavement leave days shall not be charged against any accumulated sick or vacation leave days.

**8.2. Allowable Time Off for Immediate Family.** Bereavement leave shall be limited to four days per year for full-time employees who normally work a five-day workweek. For employees on compressed workweeks, the limit shall be three and one-half days per year. Allotments shall be pro-rated for part-time employees. Bereavement leave may be used in hourly increments. If an employee requires additional leave because of bereavement, he or she may utilize available sick or vacation leave or may utilize unpaid leave for such purpose.

**8.3. Other Leave for Bereavement.** An employee may utilize one unpaid leave day or vacation leave, at the employee's option, to arrange for or attend services for any friend or relative not designated in Section 8.1 above. The requirement of 48 hours' prior notice to the Employer will be waived in such cases.

## **ARTICLE 9 PERSONAL LEAVE DAYS**

**9.1. Accrual of Personal Leave.** Full-time employees shall be entitled to personal leave days as follows:

Three (3) days annually, except those transferred after July 1<sup>st</sup> to receive two (2) days in the first year and those hired after July 1<sup>st</sup> to receive one (1) day in the first year. Personal days will be credited in hours (or fractions thereof) pursuant to Appendix III. The annual allotment of personal leave days shall be pro-rated for part-time employees.

**9.2. Personal Leave Carryover.** An employee in the first year of employment who completes the fourth, seventh, or tenth month of employment in December may carry over one personal day to be taken in January. Except as noted above, personal days may not be carried over from year to year.

**9.3. Requests for Personal Leave.** Each request to take a personal leave day shall be submitted to the employee's Supervisor, and, in the Supervisor's absence, to the Administrative Supervisor. If the Administrative Supervisor is absent, the request shall be submitted to the Department Head. The Department Head may waive the two working days' notice in case of emergency and may do so for other good reason at his or her discretion. Not more than 25% of personnel within a department shall be given the same personal leave day without the express consent of the Director. Personal leave may be used in increments of one-quarter hour.

## **ARTICLE 10**

### **SICK LEAVE AND DISABILITY LEAVE**

**10.1. Sick Leave Entitlements.** Paid sick leave may be used whenever an employee is unable to work because of personal illness or injury, including disability due to pregnancy; exposure to contagious disease; care of a seriously ill member of the employee's immediate family (as defined in Section 20.1); death in the employee's immediate family (as defined in Section 8.1); or acquisition of necessary devices or other aids by an employee who is disabled. Full-time employees shall be entitled to paid sick leave as follows, to be credited in hours (or fractions thereof) in accordance with Appendix III:

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

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

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

#### **10.2. Reporting of Absence on Sick Leave.**

(a) During work hours, each request to take sick leave shall be submitted to the employee's Supervisor, and, in the Supervisor's absence, to the Administrative Supervisor. If the Administrative Supervisor is absent, the request shall be submitted to the Department Head.

Effective 30 days after the execution of the collective bargaining agreement, the Social Services Administration will provide employees with one (1) telephone number to be utilized for the purpose of calling out and requesting sick leave via voicemail during the hours the agency is closed. This number will be activated at the close of business on the previous work-day and will be deactivated at the start of the next business day. Employees calling out requesting sick leave will provide a call-back number should the agency need to contact them for the purpose of requesting medical verification.

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

(c) Absence without notice of five consecutive days shall constitute a resignation in accordance with Civil Service regulations on the subject.

#### **10.3. Medical Verification.**

Should medical evidence be required under the circumstances to verify illness for purposes of granting sick leave, the employee shall be given timely notice on a case-by-case basis. Although failure to produce medical verification shall not be considered a disciplinary offense *per se*, it is understood that such failure may result in denial of sick leave. Abuse of sick leave shall be cause for disciplinary action.

**10.4. Administration of Sick Leave.** The administration of sick leave shall be in conformance with applicable Civil Service regulations, including pro-ration for part-time employees. Any amount of sick leave not used in any calendar year shall accumulate from year to year. Sick leave may be used in increments of one-quarter hour.

**10.5. Disability Leave.** In case of disability due to illness or injury as a result of, or arising from, an employee's job, the Employer shall provide paid disability leave in the amount of four weeks at 100% of base pay, followed by an additional 18 weeks at 85% of base pay. Employees shall not be required to use their regular sick leave in such cases, provided the insurance carrier has determined that the disability is job-connected. In the event the employee receives

periodic Workers' Compensation benefits, disability leave payments will be offset or reduced correspondingly to prevent duplication. While on paid disability leave, employees will continue to accrue vacation and sick leave, and will be covered by the health insurance provisions of this Agreement. In no event, however, shall the employee be entitled in any calendar year to more than 52 weeks of paid leave inclusive of sick and vacation time.

**10.6. Sick Leave Donation.** Any employee who has suffered from a catastrophic illness or injury may receive sick leave voluntarily donated by fellow employees, subject to the following conditions:

(a) A catastrophic illness or injury shall be understood as a condition which requires a period of treatment or recuperation, as a result of which the employee has been unable to work for at least two months or is expected to be out of work for at least two months based on medical prognosis.

(b) An employee will be eligible to receive up to 90 days of donated sick leave, provided he or she has exhausted all accrued sick, vacation, and personal leave.

(c) An employee may donate up to 5 sick days to another employee provided he or she retains a balance of at least 40 sick days. An employee may donate up to 10 days provided he or she retains a balance of 80 days, or up to 15 days with a balance of 120 days.

(d) Any donated sick days that remain unused by the recipient upon his or her return to work will be restored to the donor employees on a pro-rated basis.

(e) No employee shall be subject to coercion of any kind in connection with the donation of sick leave. Donations will be strictly confidential.

**10.7 Sick Leave Carry Over.** All employees shall be permitted to sell back up to ten (10) sick days at the end of the calendar year at the ratio of one (1) day's pay for every three (3) sick days. The employee must have at least thirty (30) sick days in his/her sick time bank to be eligible for the sell back.

## **ARTICLE 11 HOLIDAYS**

**11.1. Specified Holidays.** Regular holidays shall be as follows:

New Year's Day	General Election Day
Martin Luther King's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Personal Holiday

Employees shall be permitted to take their Personal Holiday in the same manner as personal leave. Whenever any of the other days enumerated above falls on a Sunday, the Monday next following shall be deemed a holiday. Whenever any of the days enumerated falls on a Saturday, the preceding Friday shall be deemed a holiday. New Year's Eve will not be considered a holiday.

**11.2. Eligibility for Holiday Pay.** To be eligible for holiday pay for an unworked holiday, an employee must be on active pay status and have been paid for his or her last scheduled workday before and first scheduled work day after the holiday.

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

## **ARTICLE 12**

### **VACATION LEAVE DAYS**

**12.1. Vacation Accrual.** All full-time employees shall be credited with vacation leave based on years of continuous service to the Employer as follows:

(a) During the first calendar month of employment, employees who are hired prior to the 16th day of the month will earn one (1) working day of vacation; all others hired prior to the 24th day of the month will earn one-half (2) working day of vacation. During the remainder of the first calendar year, each employee will earn one (1) additional working day of vacation for each additional full month of employment.

(b) Beginning with the second calendar year of employment, employees will be entitled to twelve (12) working days of vacation.

(c) Beginning with the year in which their 5th anniversary falls, employees will be entitled to fifteen (15) working days of vacation.

(d) Beginning with the year in which their 12th anniversary falls, employees will be entitled to twenty (20) working days of vacation.

(e) Beginning with the year in which their 20th anniversary falls, employees will be entitled to twenty-five (25) working days of vacation.

Annual allowances will be credited in hours (or fractions thereof) pursuant to Appendix III.

**12.2. Incremental Use and Pro-ration for Part-Time Employees.** Vacation leave may be used in increments of one-quarter hour. Annual allowances for part-time employees will be pro-rated.

**12.3. Vacation Carryover.** Employees shall be permitted to carry over eight vacation days or fewer from one calendar year to the next, at their option. Additional days may be carried over only if such additional leave was not taken by reason of the pressure of County business. All vacation leave carried over must be used in the succeeding calendar year. Employees shall be permitted to sell back up to ten (10) accrued vacation days a year at the end of the calendar year at the employee's option.

**12.4. Payment upon Termination of Employment.** Upon the death of an employee, any earned vacation leave not used shall be calculated and paid to the estate. An employee retiring, or otherwise separating, shall be entitled to a pro-rata allowance for the current year in which the separation or retirement becomes effective. Any vacation leave which may have been carried over from the previous year will be included.

**12.5. Scheduling of Vacation.** The Employer shall provide a window period from January 1 through February 15, during which employees may (but shall not be required to) submit requests for vacation leave during the balance of the year. If, at the end of the window period, there is a conflict regarding the choice of available vacation days, employees who have submitted their requests during the window period shall be given preference according to seniority; provided, however, that in case of a tie in seniority, preference will be given to those requests which are submitted first. In case of a scheduling conflict which arises outside the window period, preference will be given to those requests which are submitted first; provided, however, that if two or more requests are submitted simultaneously, seniority shall prevail. If two or more requests are submitted simultaneously and there is a tie in seniority, preference will be determined according to employee ID number. If an employee believes he or she has been unfairly disadvantaged by exercise of the foregoing preferences, the matter will be referred for final resolution by a joint union-management committee established by the parties. It is understood in all cases that the scheduling of vacations must be approved by management and that approval shall be subject to legitimate operational needs. During the window period for vacation scheduling, employees may submit requests

for vacation leave during the balance of the year and up to February 15 of the following year.

**12.6. Vacation Requests and Approvals.** Each request to take a vacation day shall be submitted to the employee's Supervisor, and, in the Supervisor's absence, to the Administrative Supervisor. If the Administrative Supervisor is absent, the request shall be submitted to the Department Head. All requests shall be acted upon within two working days after receipt, except as provided otherwise in Section 12.5. In the event that an emergency situation precludes advance notice, the request may be submitted orally at the earliest opportunity. All such leaves are subject to approval by the Director or designee and may be denied if necessary to maintain essential staffing levels. Nothing herein precludes an employee from being released early on a work day for approved vacation leave.

## **ARTICLE 13 HEALTH BENEFITS**

**13.1. Medical, Prescription, and Vision Care Benefits.** The Employer will provide medical, prescription drug, and vision care benefits as follows to each eligible employee and his or her dependents:

(a) Medical coverage will be in accordance with the plans offered by the State Health Benefits Program as of the signing of this Agreement, except that the high-deductible plans shall not be available options. Co-pays, coinsurance, coverage limits, and exclusions shall not be materially changed. Covered employees who were enrolled in the QPOS5 plan prior to May 1, 2012 shall be entitled to a \$5 reimbursement for each co-pay charged by a health care provider between May 1, 2012 and December 31, 2014 inclusive, upon submission of verification to the Employer.

(b) Prescription drug coverage will be in accordance with the Employee Prescription Drug Plan offered by the State Health Benefits Program as of the signing of this Agreement. Co-pays, coinsurance, coverage limits, and exclusions shall not be materially changed.

(c) Vision care will continue to be provided as a separate policy. Allowances for the following items shall be as indicated: examination, \$30; frames, \$20; single vision lenses, \$30; bifocal lenses, \$40; trifocal lenses, \$50; lenticular lenses, \$100; contact lenses, \$200.

(d) For purposes of this section, eligible employees are understood to be all full-time employees and all part-time employees who are regularly scheduled to work an average of at least 25 hours per week; provided, however, that employees hired prior to February 1, 2008 who are regularly scheduled to work an average of at least 20 but less than 25 hours per week will continue to be eligible.

**13.2. Premium-Sharing.** Employees will contribute toward the cost of health benefit coverage as required by law. Contributions will be made by payroll deduction on a pre-tax basis pursuant to a plan adopted under Section 125 of the Internal Revenue Code.

A. Effective with open enrollment, employees enrolling in the NJ Direct 2019 (CWA), shall contribute to the cost of the health care premium plan at Tier 3 contribution level under Chapter 78, P.L., 2011.

B. Effective with open enrollment, employees enrolling in NJ Direct 15 shall contribute to the cost of the health care premium at Tier 3 contribution level under Chapter 78, P.L., 2011.

C. Effective with open enrollment, employees enrolling in NJ Direct 1525 shall contribute to the cost of the health care premium at Tier 3 contribution levels under Chapter 78, P.L. 2011.

D. Effective with open enrollment, employees enrolling in NJ Direct 2030 shall contribute to the cost of the health care premium at Tier 3 contribution levels under Chapter 78, P.L., 2011.

E. Effective with open enrollment, employees enrolling in Horizon HMO shall contribute to the cost of the health care premium at Tier 3 contribution levels under Chapter 78, P.L., 2011.

F. Effective with open enrollment, employees enrolling NJ Direct 2035 shall contribute to the cost of the health care premium at Tier 2 contribution levels under Chapter 78, P.L., 2011.

G. Effective with open enrollment, employees in Horizon OMNIA shall contribute to the cost of the health care premium at Tier 2 contribution levels under Chapter 78, P.L., 2011.

H. Effective with open enrollment, employees in NJ Direct 4000 shall contribute to the cost of the health care premium at Tier 2 contribution levels under Chapter 78, P.L., 2011.

I. Effective with open enrollment, employees in NJ Direct 1500 shall contribute to the cost of the health care premium at Tier 2 contribution levels under Chapter 78, P.L., 2011.

J. After open enrollment in 2020 and prior to 12/25/2020, employees enrolling in the above identified plans A. through I. shall receive a one-time payment of the difference in 2021 employee benefit contributions from the plan in which they were enrolled in 2020 and the plan in which they enroll in 2021.

K. Employees enrolling in NJ Direct 10 shall contribute to the cost of the health care premium plan at Tier 4 contribution level under Chapter 78, P.L., 2011.

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

**13.4. Dental Insurance.** The Employer shall continue to provide dental insurance for employees in accordance with the current indemnity plan. The same coverage shall be offered for dependents of employees. There shall be no deductible for any of the services provided under the plan. As an alternative to the indemnity plan, the Employer shall offer coverage through a dental plan organization, in accordance with the existing terms. Employees who elect to enroll in the dental plan organization may also enroll their dependents.

(a) Employees who do not have medical and prescription coverage pursuant to Section 14.1 above but receive dental coverage under this section for one or more dependents will make contributions toward the cost of coverage through payroll deductions on a pre-tax basis, as authorized by Section 125 of the Internal Revenue Code. The contributions will be \$20 per month for two-party coverage and \$30 per month for three-party coverage.

(b) Open enrollment periods for the dental plans will begin October 1 of each year, for the plan year beginning January 1.

**13.5. Continuation of Coverage.** Employees who terminate their employment or begin unpaid leaves of absence after the fifth day of the month shall have their health benefits continued by the Employer for one calendar month following the month in which the leave begins. Employees on approved leaves of absence may continue coverage thereafter at their own expense by paying the applicable premium charges to the employer four (4) weeks in advance of the coverage month.

**13.6. Post-Retirement Coverage.** Insurance coverage will be provided to retirees as follows:

(a) The Employer shall continue medical coverage for employees who retire on pension with at least twenty-five (25) years of credited service in the Public Employees' Retirement System, together with their dependents (including survivors). In addition, such coverage shall be continued for all employees who retire through PERS on a disability pension, together with their dependents or survivors.

(b) The Employer will provide for continuation of prescription benefits to all employees who retire with at least twenty-five (25) years of credited service in the Public Employees' Retirement System, including at least seven years of service with the County. Such coverage shall be limited to employee and spouse (or surviving spouse) only.

(c) It is understood that the benefits provided to retired employees pursuant to subsections (a) and (b) above will be substantially the same as, or equivalent to, the benefits they would receive if still actively employed. Retirees will not



be required to pay contributions toward the cost of their post-retirement coverage except as may be required by law.

(d) Insofar as permitted by law, employees may also continue any group health benefits that are not paid for by the Employer after retirement pursuant to subsections (a) or (b) above by paying the premium costs for such coverage themselves.

**13.7. Change of Insurance Carrier.** The Employer reserves the right to change insurance carriers or plans so long as the benefits to be provided are substantially equivalent to those of the existing plan(s).

**13.8. Waiver of Benefits.** Employees will be permitted to waive employer-provided coverage only upon furnishing proof of other coverage through a spouse's employer or other source. Waivers of coverage shall remain in effect unless the employee elects to re-enroll at the beginning of a subsequent plan year or unless the employee loses his or her alternative coverage (as, for example, by termination of a spouse's employment). An employee who re-enrolls because of a loss of alternative coverage shall resume coverage under the Employer's plan as soon as possible.

**13.9. Flexible Spending Accounts.** The Employer will offer a plan by which employees may set aside a portion of their salaries in the form of flexible spending accounts, pursuant to Section 125 of the Internal Revenue Code, for payment of unreimbursed medical or dependent care expenses. The terms of the plan will be subject to the approval of both the Union and the Employer.

## **ARTICLE 14 LAYOFFS**

**14.1. Notice of Layoffs.** The Employer agrees that the Union shall be given advance written notification if layoffs are anticipated, stating the reasons for such action. Layoffs shall be in accordance with Civil Service rules and regulations, where applicable.

**14.2. Rights of Provisional and Unclassified Employees.** Provisional and unclassified employees who have been employed for more than ninety (90) days shall be entitled to twenty-one (21) days' notice in the event of layoff and shall be laid off and recalled on the basis of "last in, first out" per job title. In the event openings become available, laid-off employees will be eligible for recall in reverse order of layoff for a period of one (1) year from separation.

**14.3. Severance Payments.** Any employee who is laid off shall be entitled to a severance payment equal to three weeks of the employee's regular pay.

## **ARTICLE 15 POSTING OF VACANCIES**

**15.1. Posting.** All job openings shall be posted on an appropriate bulletin board for a period of at least five (5) working days prior to filling such opening. However, such posting shall not be required in the case of regular appointments to be made from certifications issued by the New Jersey Civil Service Commission. Employees may apply for posted positions within the five (5) working days. Nothing herein shall restrict the Employer's right to assign work on an interim basis. The Employer reserves sole determination to make promotional appointments. In all instances, the employees promoted must possess the skill, knowledge, and potential ability to learn the job within a reasonable period of time, to be determined by the Employer. When qualifications are substantially equal, the Employer will consider seniority before making the appointment.

**15.2. Notice to Employees on Leave.** An employee on Employer-approved extended leave of absence who makes prior written request shall be provided notice of Civil Service promotional job announcements during such leave

**ARTICLE 16**  
**PERSONNEL RECORDS**

16.1. **Personnel Records and Notices.** Upon reasonable prior request, the official personnel records of any employee shall be open to the inspection of the employee. Copies of the contents shall be available upon request; any reproduction costs shall be paid by the employee. Any employee who is appointed to a new title or receives a promotion will be given written notice of such new title or promotion, with the effective date thereof.

16.2. **Disciplinary Records.** An employee will be given a copy of any disciplinary document which is placed in the employee's official personnel file.

16.3. **Furnishing of Personnel Information to the Union.** The Employer will furnish to the Union on a monthly basis a listing of all new hires, terminations, title changes, out-of-title assignments, and transfers from one department to another within the bargaining unit(s). Upon reasonable prior request, the Employer will also furnish to the Union a list of home addresses for employees represented by the Union.

**ARTICLE 17**  
**NON-DISCRIMINATION**

17.1. **Discrimination Prohibited.** The Union and the County both agree that in accordance with and to the extent required by statute, each employee has all rights of citizenship and no employee will be discriminated against or harassed on the basis of race, creed, color, national origin, ancestry, sex, marital status, age, religion, disabilities, affectional or sexual orientation, familial status, armed forces obligation, gender identification or expression, nationality, domestic or civil union partnership, pregnancy, liability for military service, atypical cellular or blood trait, genetic information, or participation in or lack of participation in legal union activities.

**ARTICLE 18**  
**UNION ACTIVITIES**

18.1. **Union Leave.** During any calendar year, a total of 60 days of unpaid leave may be granted to all employees for union activities. Requested days may only be used in full or half day increments. All requests for union leave will be made at least two working days to the County Administrator with a copy to Department Head before leave is to commence. If in the opinion of the Director the employee's absence from duty on union business will impede or render impossible the accomplishment of the Employer's work, then the Director may upon written notice to the employee deny the leave. Application for any other unpaid leaves of absence for union business will be considered on a case-by-case basis by the Employer.

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

18.3. **Union Bulletin Board.** The Employer agrees to maintain a union bulletin board in a convenient location.

## **ARTICLE 19 REQUESTS FOR LEAVE**

19.1. **Requests for Leave.** Upon request, an employee may be granted a leave of absence without pay for up to six months where necessary for medical reasons, maternity or paternity, education, or for other reasons satisfactory to the Employer. Such leave may be extended for an additional six months where circumstances warrant. Requests for leave shall be not be unreasonably denied. Upon returning from an approved leave, an employee shall be restored to his or her previous position or to an equivalent position.

(a) An employee requesting medical leave will be required to provide a medical certification to Human Resources explaining why leave is needed.

(b) Requests for leave shall be made at least two weeks in advance whenever possible. If two weeks' notice is not possible, the employee shall give notice as soon as practicable. Except in cases of emergency, requests shall be in writing. The Employer shall respond promptly in writing as well.

(c) When requesting leave, an employee shall specify the starting date and the anticipated date of return in so far as possible. If there is to be a change in the return date, the employee will be responsible for notifying the Employer with reasonable promptness, but in no event less than two working days prior to the new return date, unless notice is waived by the Employer.

(d) Before returning to work, employees who are on leave because of their own illness or injury may be required to submit a certification from their health care provider verifying that they are able to resume working. Notice of this requirement will be given to each affected employee sufficiently in advance of the anticipated return date. Any medical inquiries made in connection with a return from leave shall be limited to the condition which occasioned the employee's leave, unless the Employer has an independent basis to believe the employee is unable to perform his or her essential functions.

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

## **ARTICLE 20 FAMILY AND MEDICAL LEAVE**

20.1. **Use of Sick Leave for Family Members.** Accrued sick leave may be used when necessary for attendance upon any member of the employee's immediate family who is ill. For purposes of this section, the immediate family shall be deemed to include the employee's spouse, child, stepchild, legal ward, grandchild, foster child, father or mother (including step-parents), legal guardian, grandfather, grandmother, brother or sister (including step-siblings), father-in-law, mother-in-law, domestic partner, and other relative residing in the employee's household. An employee taking leave to care for a family member may choose whether to use paid sick leave as authorized above or to use unpaid leave as authorized by Articles 19 and 20 of this Agreement, or to use a combination of such leaves.

20.2. **Family and Medical Leave.** All applicable requirements of the state Family Leave Act and the federal Family and Medical Leave Act shall be followed with respect to employees who request leave for the following purposes:

- (a) childbirth;
- (b) care of a newborn child, a newly adopted child, or a newly placed foster child;
- (c) care of a parent, child or spouse with a serious health condition; or
- (d) a serious health condition on the part of the employee.

In accordance with the FMLA, employees with at least one year of service who have worked for the Employer at least 1,250 hours in the preceding 12 months (1,000 hours under the FLA) are entitled to 12 weeks of qualifying leave during a 12-month period (24-month period under the FLA). An employee's 12-month leave period shall be measured beginning with his or her first day of FMLA leave. Paid leave time will count as time worked for purposes of meeting the hours-of-work threshold. However, paid vacation, personal, or compensatory time off shall not be counted against an employee's 12-week FMLA or FLA entitlement, regardless of whether such leave is used for an otherwise qualifying reason.

20.3. **Continuation of Health Benefits.** Any employee taking an unpaid leave of absence shall be permitted to continue his/her health benefit coverage after employer-paid coverage ends by paying the monthly premiums prior to the coverage month. In addition, an eligible employee who takes leave qualifying under the state Family Leave Act or the federal Family and Medical Act shall have coverage continued by the Employer during such leave.

## **ARTICLE 21 TEMPORARY JOB ASSIGNMENT**

21.1. **Civil Service Rules.** The mandates of the Civil Service Commission concerning transfers and assignments shall be followed.

21.2. **Pay for Out-of-Title Work.** Any employee in the bargaining unit who is expressly assigned to work in a higher job classification shall be paid for such time as if temporarily promoted in accordance with Section 5.3. It is understood that such assignments shall be temporary in nature and shall not replace regular Civil Service selection procedures. An employee will be deemed to be working out of title if he or she is engaged in performing specific duties that are not encompassed by the Civil Service specification for his or her title, either directly or indirectly, but which are encompassed by a different title and which occupy such a portion of the employee's time during the work day as if he or she were classified in the other title.

## **ARTICLE 22 SPECIAL PAYMENTS**

22.1. **Compensation for Translating Duties.** A new scale shall be created to reflect a one scale increase for any Human Service Specialist or Social Worker with a bilingual variant who performs translating duties. This new scale shall replace the stipend previously offered under this Article.

## **ARTICLE 23 MANAGEMENT RIGHTS**

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

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

(b) To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

(c) The right of management to make, maintain, and amend such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the County after advance notice thereof to the employees and to require compliance by the employees, provided that any changes in the Employer's personnel policies and procedures are presented to the Union when distributed to department heads or within 10 days after adoption, whichever is sooner.

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

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

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

(g) To subcontract any of the work performed by employees covered by this Agreement for reasons of economy or other legitimate business reasons provided the Union is consulted sixty (60) days in advance.

**23.2. Limitations.** In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Employer, the adoption of policies, rules, regulations, and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

**23.3. Statutory Rights.** Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities, and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

## **ARTICLE 24 WORK CONTINUITY**

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

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

## **ARTICLE 25 UNION REPRESENTATIVES**

**25.1. Meetings.** Each party to this Agreement shall designate a representative to meet as necessary in order to promote harmonious labor relations by discussing and resolving problems of mutual concern. The representatives shall

meet quarterly or by request of either party if circumstances warrant such a meeting. Such meetings shall be held outside of normal work hours unless mutually designated otherwise.

## **ARTICLE 26 RESPONSIBLE UNION-EMPLOYER RELATIONSHIP**

**26.1. Mutual Dealings.** The Employer and the Union recognize that it is in the best interests of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Employer and the Union and their respective representatives at all levels will apply the terms of this contract fairly and in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees covered by this contract and management's role as the employer.

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

## **ARTICLE 27 RETIREMENT**

**27.1. Payments upon Retirement.** The Employer shall make a lump-sum payment to eligible employees covered by this Agreement who retire from the Public Employment Retirement System, to be computed at the rate of one-half their daily rate of pay for each day of earned and unused accumulated sick leave. The daily rate of pay shall be based upon the average annual compensation received during the last year of employment prior to the effective date of retirement. In no event shall such payment exceed \$12,000. Only employees with twenty (20) or more years of service as of the date of the signing of this Agreement shall eligible for this payment

## **ARTICLE 28 DISCIPLINE**

**28.1. Just Cause.** No employee shall be terminated, suspended, or fined without just cause. It is expressly understood that all employees are obligated to comply conscientiously with all rules and regulations promulgated by the Employer, provided only that such rules and regulations do not conflict with the express provisions of this Agreement.

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

**28.3. Union Representation at Hearings and Interviews.** Any employee is entitled to have upon request Union-appointed representation in any departmental hearing and/or Civil Service hearing. Whenever an employee has reasonable suspicion to believe that he or she is to be suspended, discharged, or fined, then the employee shall be entitled to a Union representative at such disciplinary meeting or an investigatory interview. It is understood that when the purpose of a meeting is to provide counseling, information, or instruction, then representation is not required.

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

## **ARTICLE 29 HEALTH AND SAFETY**

**29.1. Health and Safety Committee.** The Union shall name a representative of the Social Services Division to participate on the joint Health and Safety Committee. The committee shall review occupational safety and health concerns affecting the employees and discuss possible remedies for such problems. The committee shall meet quarterly or as may be mutually agreed. In the event the Employer schedules a meeting of the Health and Safety Committee during working hours, employee members of the committee shall suffer no loss of regular straight-time pay.

**29.2. Legal Mandates.** Legal mandates regarding occupational and environmental health and safety incumbent upon the Employer shall continue to be observed.

**29.3. Protective Devices.** Protective devices required by the Employer or by applicable OSHA standards shall be supplied without charge to the affected employees. Failure of employees to use necessary protective devices provided by the Employer will result in the employees being subject to discipline. The Employer agrees to take reasonable precautions concerning employees who, as a result of their jobs, are at a special risk of exposure to communicable diseases.

**29.4. Information to Be Furnished.** Records of the Employer concerning chemicals used on the job by employees, and the result of any chemical test upon employees in the possession of the Employer shall be available for inspection by the Committee. In accordance with law and upon reasonable request and notice to the Employer, the Employer will furnish to the Union health and accident information which may be required by the Union in order to perform its representational duties. Where necessary, the Union will secure appropriate releases from employees involved regarding information affecting them.

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

**29.6. Vaccinations.** Employees on the Medical Emergency Committee who wish to receive tuberculosis testing and/or hepatitis B vaccinations through the Gloucester County Department of Health and Senior Services will be permitted to take time off as necessary for this purpose without loss of pay. Any costs charged by the Department of Health and Senior Services to provide vaccinations for such employees will be paid by the Employer.

### **29.7. Fitness-for-Duty Procedures.**

(a) Examinations and other medical inquiries for the purpose of determining whether employees are able to perform their essential duties and do not pose a threat to health or safety on the job shall be in conformity with the Americans with Disabilities Act, the New Jersey Law Against Discrimination, the Family & Medical Leave Act, and any other applicable laws.

(b) Whenever an employee is required by the Employer to undergo a fitness-for-duty examination, the Employer will notify the employee of the reason. The examination will be conducted at the expense of the Employer, without loss of pay or benefits to the employee. All medical information concerning employees will be safeguarded to protect confidentiality.

## **ARTICLE 30 EVALUATIONS**

**30.1. Periodic Evaluations.** Each employee shall be evaluated in writing at least once per year or more often as

management may deem necessary or as required by Civil Service rules and regulations or other such legal mandates. Nothing herein is intended to preclude corrective action by the Employer at any time management considers it necessary.

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

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

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

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

**30.6. Appeals.** Appeal of the evaluation may be made through the grievance procedure except that the final and binding determination shall reside with the Director (or with the Board if the Director is the evaluator). If an increment is withheld as a result of such evaluation(s), then a grievance arising therefrom may be appealed through the grievance procedure to the Board, which shall make the final and binding determination.

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

## **ARTICLE 31 PAYROLL DEDUCTIONS AND DIRECT DEPOSIT**

**31.1. Credit Union.** The Employer agrees to make payroll deductions for any employee upon written request to be paid to the appropriate credit union as authorized by *N.J.S.A. 40A:9-17*.

**31.2. Miscellaneous Deductions.** Upon written authorization from the employee, the Employer shall make deductions from an employee's pay for contributions to CWA-COPE, the Gloucester County Public Employees Charitable Campaign, and the Employer's deferred compensation plan, as well as for the purchase of U.S. Savings bonds. The Employer shall also continue to offer employees the ability to purchase life, disability, automobile, and homeowner's insurance through payroll deduction. The amounts deducted shall be remitted as required.

**31.3. Direct Deposit.** Upon written authorization by the employee, the Employer shall arrange for the direct deposit of an employee's pay into an appropriate bank or credit union.

## **ARTICLE 32 INDEMNIFICATION**

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



**ARTICLE 33**  
**SEVERABILITY AND SAVINGS**

33.1. **Partial Invalidation.** If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, including but not limited to the New Jersey Civil Service Commission, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, such provisions shall be inoperative, but all other provisions not affected thereby shall continue in full force and effect.

**ARTICLE 34**  
**FULLY-BARGAINED PROVISIONS**

34.1. **Integration of Agreement.** The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and that this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

**ARTICLE 35**  
**DURATION AND NEGOTIATION OF SUCCESSOR AGREEMENT**

35.1. **Effective Date.** This Agreement shall continue in full force and effect through December 31, 2023.

35.2. **Successor Negotiations.** Negotiations concerning a successor contract shall begin on or about October 1, 2023.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 3<sup>rd</sup> day of April,  
2020.

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

Michael Bluff  
Jana Oan  
Pat Kennedy  
\_\_\_\_\_

GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS

[Signature]  
Chl M R  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX I**  
**Salary Schedule A**  
**Effective January 1, 2019**

<b>Range</b>	<b>Incr.</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>	<b>Step 12</b>	<b>Step 13</b>
5	\$1,190.08	\$27,032	\$28,222	\$29,412	\$30,602	\$31,792	\$32,982	\$34,172	\$35,362	\$36,552	\$37,743	\$38,933	\$40,123	\$41,313
6	\$1,249.58	\$28,384	\$29,633	\$30,883	\$32,132	\$33,382	\$34,631	\$35,881	\$37,131	\$38,380	\$39,630	\$40,879	\$42,129	\$43,378
7	\$1,312.05	\$29,802	\$31,114	\$32,426	\$33,738	\$35,050	\$36,362	\$37,674	\$38,986	\$40,298	\$41,610	\$42,922	\$44,234	\$45,546
8	\$1,377.67	\$31,293	\$32,670	\$34,048	\$35,426	\$36,803	\$38,181	\$39,559	\$40,936	\$42,314	\$43,692	\$45,069	\$46,447	\$47,825
9	\$1,446.54	\$32,857	\$34,304	\$35,750	\$37,197	\$38,643	\$40,090	\$41,536	\$42,983	\$44,429	\$45,876	\$47,322	\$48,769	\$50,216
10	\$1,518.86	\$34,500	\$36,019	\$37,538	\$39,057	\$40,576	\$42,094	\$43,613	\$45,132	\$46,651	\$48,170	\$49,689	\$51,208	\$52,727
11	\$1,594.81	\$36,225	\$37,820	\$39,415	\$41,010	\$42,604	\$44,199	\$45,794	\$47,389	\$48,984	\$50,578	\$52,173	\$53,768	\$55,363
12	\$1,674.56	\$38,036	\$39,711	\$41,385	\$43,060	\$44,734	\$46,409	\$48,083	\$49,758	\$51,432	\$53,107	\$54,782	\$56,456	\$58,131
13	\$1,758.29	\$39,938	\$41,696	\$43,454	\$45,213	\$46,971	\$48,729	\$50,488	\$52,246	\$54,004	\$55,762	\$57,521	\$59,279	\$61,037
14	\$1,846.20	\$41,935	\$43,781	\$45,627	\$47,473	\$49,320	\$51,166	\$53,012	\$54,858	\$56,704	\$58,551	\$60,397	\$62,243	\$64,089
15	\$1,938.51	\$44,032	\$45,970	\$47,909	\$49,847	\$51,786	\$53,724	\$55,663	\$57,601	\$59,540	\$61,478	\$63,417	\$65,355	\$67,294
16	\$2,035.43	\$46,233	\$48,269	\$50,304	\$52,340	\$54,375	\$56,411	\$58,446	\$60,481	\$62,517	\$64,552	\$66,588	\$68,623	\$70,659
17	\$2,137.21	\$48,545	\$50,682	\$52,820	\$54,957	\$57,094	\$59,231	\$61,368	\$63,506	\$65,643	\$67,780	\$69,917	\$72,055	\$74,192
18	\$2,244.07	\$50,973	\$53,217	\$55,461	\$57,705	\$59,949	\$62,193	\$64,437	\$66,681	\$68,925	\$71,169	\$73,413	\$75,657	\$77,901
19	\$2,356.26	\$53,521	\$55,877	\$58,233	\$60,589	\$62,946	\$65,302	\$67,658	\$70,015	\$72,371	\$74,727	\$77,083	\$79,440	\$81,796
20	\$2,474.08	\$56,197	\$58,671	\$61,145	\$63,619	\$66,093	\$68,567	\$71,041	\$73,515	\$75,989	\$78,463	\$80,937	\$83,412	\$85,886
21	\$2,597.78	\$59,007	\$61,605	\$64,203	\$66,801	\$69,399	\$71,996	\$74,594	\$77,192	\$79,790	\$82,388	\$84,985	\$87,583	\$90,181
22	\$2,727.66	\$61,957	\$64,685	\$67,413	\$70,140	\$72,868	\$75,596	\$78,323	\$81,051	\$83,779	\$86,506	\$89,234	\$91,962	\$94,689
23	\$2,864.05	\$65,056	\$67,920	\$70,784	\$73,648	\$76,512	\$79,376	\$82,240	\$85,104	\$87,968	\$90,832	\$93,696	\$96,560	\$99,424
24	\$3,007.25	\$68,307	\$71,314	\$74,322	\$77,329	\$80,336	\$83,343	\$86,351	\$89,358	\$92,365	\$95,372	\$98,380	\$101,387	\$104,394









**APPENDIX II**  
**CLASSIFICATIONS AND SALARY RANGES**  
**RANK-AND-FILE TITLES**

Account Clerk.....	08
Accountant.....	19
Accounting Assistant .....	16
Building Maintenance Worker/Messenger .....	07
Clerk 1 .....	07
Clerk 1 Bilingual.....	08
Clerk 2.....	09
Clerk 2 Bilingual.....	10
Clerk 3 .....	13
Clerk 3 Bilingual.....	14
Coordinator for Federal and State Aid.....	20
Data Entry Machine Operator .....	07
Data Processing Programmer .....	19
Human Services Aide .....	13
Human Service Aide Bilingual.....	14
Human Services Specialist 1.....	14
Human Services Specialist 2 Bilingual.....	15
Human Services Specialist 2.....	17
Human Services Specialist 2 Bilingual in Spanish & English .....	17
Human Services Specialist 3.....	19
Human Services Specialist 3 Bilingual in Spanish & English .....	19
Investigator County Welfare Agency.....	19
Investigator County Welfare Agency Bilingual.....	20
Keyboarding Clerk 1 .....	07
Keyboarding Clerk 1 Bilingual.....	08
Keyboarding Clerk 2.....	09
Keyboarding Clerk 2 Bilingual in Spanish & English .....	10
Keyboarding Clerk 3.....	13
Keyboarding Clerk 3 Bilingual.....	14
Medical Social Service Assistant County Welfare Agency.....	20
Principal Account Clerk.....	14
Principal Data Entry Machine Operator.....	14
Secretarial Assistant.....	17



Secretarial Assistant Bilingual.....	18
Senior Account Clerk.....	10
Senior Accountant.....	21
Senior Building Maintenance Worker.....	10
Senior Clerk Transcriber.....	10
Senior Clerk Transcriber Bilingual.....	11
Senior Data Entry Machine Operator.....	10
Senior Investigator County Welfare Agency.....	21
Senior Investigator County Welfare Agency Bilingual.....	22
Senior Receptionist.....	09
Senior Receptionist Bilingual.....	10
Senior Technician Management Information Systems.....	19
Senior Telephone Operator.....	10
Social Service Aide.....	08
Social Service Aide Bilingual.....	09
Social Service Technician.....	14
Social Service Technician Bilingual.....	15
Social Work Specialist.....	20
Social Work Specialist Bilingual.....	21
Social Worker.....	19
Social Worker Bilingual in Spanish & English.....	19
Technician Management Information Systems.....	16
Telephone Operator.....	07
Telephone Operator Bilingual.....	08

**SUPERVISORY TITLES**

Assistant Chief Investigator County Welfare Agency.....	22
Assistant Training Supervisor County Welfare Agency.....	24
Chief Clerk.....	21
Clerk 4.....	16
Human Services Specialist 4.....	22
Human Services Specialist 4 Bilingual in Spanish & English.....	22
Keyboarding Clerk 4.....	16
Keyboarding Clerk 4 Bilingual.....	17
Principal Accountant.....	22
Principal Technician Management Information Systems.....	22
Social Work Supervisor.....	22
Social Work Supervisor Bilingual.....	23
Supervising Account Clerk.....	17

## **APPENDIX III**

### **CALCULATION OF EMPLOYEE LEAVE**

#### **A. Conversion of Sick, Vacation, and Personal Leave to Hours**

Sick leave, vacation leave, and personal leave are to be credited to employees in hours (or fractions thereof), thus requiring that the allotments specified in Sections 9.1, 10.1, and 12.1 be converted from days to hours in order to determine an employee's entitlement. For purposes of this computation, a "day" is equivalent to one-fifth of the employee's base workweek (or one-fifth of the average workweek in the case of employees with variable workweeks), expressed in hours.

**Example 1:** If the employee's base workweek is 35 hours, a "day" is equal to seven hours. Fifteen days of sick leave would therefore be equal to 105 hours.

**Example 2:** If the employee averages 24 paid hours per week, a "day" would be equal to 4.8 hours. Fifteen days of sick leave would therefore be equal to 72 hours.

Note: This method of calculation also pro-rates the amount of leave earned for part-time service.

#### **B. Pro-Rating of Sick and Vacation Leave for Employees Who Are Not in Pay Status for a Full Year**

Although credited to an employee in advance, sick and vacation leave are earned month by month on a pro-rata basis. For example, an employee who is entitled to 15 sick days for the year will earn them at the rate of 1.25 days per month. If an employee terminates during the year or uses unpaid time off, the employee's sick and vacation leave credit will be adjusted in accordance with the following rules:

(a) If an employee is in pay status for at least 23 days in a given month, there will be no reduction in the amount of leave earned for that month.

(b) If the employee is in pay status for at least 8 days in a given month but less than 23 days, the employee will earn one-half of the full monthly share.

(c) If the employee is in pay status for fewer than 8 days in a given month, the employee will earn no sick or vacation for that month.

(d) "Pay status" is understood to mean currently employed and not on unpaid leave or suspension without pay. "days" refers to calendar days.

# LETTER OF AGREEMENT

## L02-20

The COMMUNICATIONS WORKERS OF AMERICA LOCAL 1085 and the COUNTY OF GLOUCESTER hereby agree to amend the following titles in Appendix III of the CWA-GLOUCESTER COUNTY SOCIAL SERVICES COLLECTIVE BARGAINING AGREEMENT:

- Human Services Specialist 1 Bilingual in Spanish & English.....Scale 15
- Human Services Specialist 2 Bilingual in Spanish & English..... Scale 18
- Human Services Specialist 3 Bilingual in Spanish & English.....Scale 20
- Social Worker Bilingual in Spanish & English.....Scale 20
- Human Services Specialist 4 Bilingual in Spanish & English.....Scale 23

CWA Local 1085

Gloucester County

Michael Blomquist

Date: 4/28/20

Allen B.

Date: 4/28/2020