

AGREEMENT

BETWEEN THE

197

**CAPE MAY COUNTY
BOARD OF SOCIAL SERVICES**

AND

**UNITED INDEPENDENT UNION, LOCAL #5
NFIU/LIUNA-AFL-CIO**

covering the period

January 1, 1997 through December 31, 1999

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PREAMBLE

This Agreement entered into this _____ day of _____, 1997 by and between the CAPE MAY COUNTY BOARD OF SOCIAL SERVICES, in the State of New Jersey, hereinafter called the BOARD, and UNITED INDEPENDENT UNION, LOCAL #5, NFIU/LIUNA-AFL-CIO hereinafter called the UNION, represents the complete and final understanding on all bargainable issues between the BOARD and the UNION.

ARTICLE I

RECOGNITION

In accordance with the "Certificate of Representation" of the Public Employment Relations Commission dated December 22, 1994 (Docket No. 94-130), the Board recognizes the Union as the exclusive Collective Negotiating Agent for all Employees covered in the aforementioned Certification and more specifically by Job Titles as listed in Schedule I excluding all supervisors within the meaning of the Act, managerial executives, confidential employees, and police.

ARTICLE II

MANAGEMENT RIGHTS

A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the

United States, including, but without limiting the generality of the foregoing, the following rights:

1. To exercise all management functions and responsibilities which the Board has not expressly modified or restricted by a specific provision of this Agreement;
2. To the Executive Management and Administrative control of the Board and its properties and facilities and to determine the methods of operation to be offered by its employees and to direct the activities of its employees;
3. To establish and administer policies and procedures related to personnel matters, departmental activities, employee training, departmental and work hire operational functions, performance of services and maintenance of the facilities and equipment of the Board;
4. To reprimand, suspend, demote, discharge or otherwise discipline employees for cause according to law;
5. To determine the standards of selection of employment consistent with New Jersey Department of Personnel Rules and Regulations and to hire, promote, transfer, assign, reassign, lay-off and recall employees to work and to determine their qualifications and conditions for continued employment or assignment;
6. To determine the number of employees and the duties to be performed, in accordance with New Jersey Department of Personnel Regulations;

7. To maintain the efficiency of employees in the performance of their duties and to maintain the efficiency of its operations;
8. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and other property of the Board;
9. To relieve employees from duty because of lack of work, lack of funding, or legal cause in accordance with New Jersey Department of Personnel Regulations;
10. To determine the amount of overtime to be worked;
11. To determine the methods, means and personnel by which its operations are to be conducted;
12. To determine the content of work assignments;
13. To exercise control and discretion over the organization and the technology of performing its work;
14. To subcontract for any existing or future service as determined necessary by the Board. However, whenever the Board contemplates contracting out any type of work, which will result in layoffs of employees, it shall inform the Union of its intentions at least forty-five (45) days prior to the awarding of any contract. During the time period the Board shall meet with the Union and discuss the reasons for the subcontractors.
15. To make or change Board rules, regulations, policies, and resolutions as the Board may from time-to-time deem best for the purposes of maintaining order, safety and/or the effective and efficient operation of the work of the Board; and

16. To generally manage the affairs of the Board, attain and maintain full operation efficiency and productivity and to direct the work force.

B. In recognition of the rulings of the Courts of New Jersey the parties recognize that the exercise of managerial rights is a responsibility of the Board on behalf of the taxpayers and that the Board cannot bargain away or eliminate any of its managerial rights.

C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection herewith 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.

D. Nothing contained herein shall be construed to deny or restrict the Board of its rights, powers, authority, duties and responsibilities under R.S. 44 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose.

1. The Purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties

agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the Union.

B. Definitions.

The term "grievance" shall mean an allegation that there has been:

1. A misinterpretation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contractual grievance"; or

2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Board, which shall be processed up to and including the Board, and shall hereinafter be referred to as a "non-contractual grievance".

The Term "grievance" shall not include any disciplinary matters. All disciplinary matters will be handled under the present procedures of the New Jersey Department of Personnel and in accordance with the rules and regulations of the New Jersey Department of Personnel and will not be processed under the grievance procedure herein.

Depending on the magnitude of the offense, the discipline issued by the Board shall be either a verbal warning, written reprimand, demotion, suspension or discharge from employment.

C. Presentation of a Grievance.

The Board agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one union representative who is an employee of the Board throughout the grievance procedure.

D. Steps of the Grievance Procedure.

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

Step 1

1. The grievant shall institute action under the provisions hereof in writing, signed and delivered to his or her Supervisor within ten (10) working days of the occurrence complained of, or within ten (10) working days after he would reasonably be expected to know of its occurrence. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. The grievant, upon request, has the right to be represented by an employee who is a Local Union Officer.
2. The Supervisor shall render a decision in writing within five (5) working days after receipt of the grievance.

Step 2

1. In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his complaint with the

Director of Social Services within five (5) working days following the determination at Step 1. The grievant, upon request, has the right to be represented by an employee who is a Local Union Officer.

2. The Director of Social Services, or his designee, shall render his decision within ten (10) working days after the receipt of the Complaint.

Step 3

1. Should the grievant disagree with the decision of the Director, or his designee, the aggrieved may, within five (5) working days, submit to the Board a statement in writing and signed as to the issues in dispute. In the event the grievant files his statement with the Board at least ten (10) working days prior to a Board meeting, the matter shall be placed on the agenda for that Board meeting. Statements filed less than ten (10) working days before a Board meeting may be heard by the Board at the meeting or at the Board's discretion placed on the agenda for the following meeting. The Board shall review the decision of the Director together with the disputed areas submitted by the grievant. The grievant and/or the Union representative may request an appearance before the Board. The Board will render its decision within eight (8) working days after the Board meeting at which the matter has been reviewed. If the Board's decision involves a non-contractual grievance, the decision of the Board shall be final.

2. The grievant, upon request, has the right to be represented by the Local Union Officer or the International Union Representative, or both. A minority organization shall not present or process grievances.

Step 4

1. Any unresolved contract grievance as defined in "B 1 Definitions" above may be appealed to arbitration.

2. Where the grievance involves an alleged violation of individual employment rights specified in the New Jersey Department of Personnel Law and/or Rules or Regulations for which a specific appeal to the New Jersey Department of Personnel is available or where the dispute involves the discipline of an employee the individual shall present his Complaint to the New Jersey Department of Personnel directly in accordance with its rules. The employee shall pursue the New Jersey Department of Personnel remedy and shall have no rights to grieve any disciplinary action under the grievance procedure provided herein.

3. An Arbitrator shall be selected pursuant to the rules of the Public Employees Relations Commission. The arbitrator shall be bound by the parameters of the grievance definition stated above in this Agreement.

4. 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.

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

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

The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.

7. The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement and shall confine this decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declarations of opinions which are not essential in reaching the determination.

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

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

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

ARTICLE IV

SENIORITY

A. For purpose of accruing benefits payable hereunder, including but not limited to vacations, sick leave, and longevity, Seniority shall be defined as continuous employment with the Board from date of hire.

B. For purposes of promotions or demotion, Seniority shall be defined as length of continuous service from the date of employee's Certification by the New Jersey Department of Personnel in his or her present title.

C. For purposes of layoff, Seniority shall be defined as employee's length of continuous service from his or her date

of initial Certification by the New Jersey Department of Personnel as a Board employee.

D. The Board shall utilize experience, ability, aptitude, qualification, attendance record, physical capacity, and the result of the New Jersey Department of Personnel examination as the criteria for promotion of employees to job classifications having a higher rate of pay. When all of the aforementioned items are substantially equal, seniority shall be the deciding factor.

The selection of the employee to be promoted shall be made by the Board in conformity with the New Jersey Department of Personnel Regulations and state law and shall not be subject to review.

E. Continuous service, for purposes of this Article and the Agreement, shall mean employment with the Board without actual interruption due to resignation, retirement or removal.

(i) Periods of employment before or after a suspension or leave without pay shall be considered continuous service. However, the period of time on a suspension or leave without pay, except for military leave, furlough extension leave and voluntary furlough, shall not be included in calculating years of continuous service.

ARTICLE V

UNION REPRESENTATIVES

A. Accredited representatives of the Union may enter the Board facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Union decides to have its representative enter the Board facilities or premises, it will request such permission from the appropriate Board representative and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operations of the business of the Board or normal duties of Employees.

B. The Board Employees shall elect an Executive Board and shall furnish the Board with the names and titles of said Executive Board. A maximum of two (2) Local Officers shall represent the Union in the settlement of Grievances with the Board and the time related to such discussions shall be kept within reasonable limits and shall conclude prior to 10 a.m. of the work day and may continue after the end of the regularly scheduled work day.

C. Upon written notification to the Board, the members of the Executive Board may be given leave with pay to attend Union seminars, educational functions or conventions, not to exceed a combined total of thirty-six (36) days during the three year term of this Agreement. In no event shall more than fifteen (15) days be used in any one (1) year in each of the three (3) year periods of this contract as measured from January 1 of each year to December 31 of each year. No more than two (2) employees may take such leave at the same time. In no event shall

the total combined days used during the term of this agreement exceed thirty-six (36) days.

ARTICLE VI

HOURS AND OVERTIME

A. Hours.

Normal hours of work for all employees are not to exceed thirty-five (35) hours a week. A one half (1/2) unpaid hour each day shall be allowed for lunch. The normal work hours for employees hereunder shall be from 8:30 a.m. to 4:30 p.m. each day. There also shall be a ten (10) minute break in the morning which shall be scheduled between 10:00 a.m. and 10:45 a.m. at the direction of the Board. There also shall be a ten (10) minute break in the afternoon which shall be scheduled between 2:00 p.m. and 2:45 p.m., at the direction of the Board. There shall be no other breaks for any reason.

B. Overtime.

(1) All hours worked by an employee in excess of the normal thirty-five (35) hour week shall constitute overtime.

(2) Upon notice, employees shall be required to perform compulsory overtime for which the employee may request payment by receiving cash payment at time and one-half or compensatory time off on a time and one-half basis with the method of payment to be determined by the Board.

(3) Upon request, employees may perform voluntary overtime for which the employee may request payment by receiving time-off on an

hour for hour basis for hours worked up to forty (40) hours and compensatory time off on a time and one-half basis for hours worked in excess of forty (40) hours in a work week or cash payment at time and one-half, with the method of payment to be determined by the Board.

(4) No overtime shall be worked by an employee unless specifically directed or authorized by the Director or his designee.

C. Stand by Pay.

At the Board's discretion, the Board may direct and designate Social Workers to be available and on call outside of their scheduled work week. These on-call assignments shall be for periods of one (1) week. These Social Workers shall be immediately and readily available to perform any assigned duty within their job classification, before or after their regular work schedule, during the one (1) week period. When such a system is implemented, Social Workers will be requested to stand by on a voluntary basis, if insufficient employees volunteer, then in such event, all Social Workers will be assigned such on-call responsibility on a rotation basis. Each Social Worker shall have one pager for his/her disposal for the one week scheduled period. For each assigned week of on-call duty, the assigned Social Worker will be entitled to take two compensatory days off which shall be taken during the calendar year except during the month of December and such compensatory days off are subject to seventy-two (72) hours prior written approval of the Social Worker's supervisor. Compensatory days

off earned during the calendar month of December can be carried over and taken during the first calendar quarter in the next year with the prior authorization as provided above. The employee may elect to take cash in place of this compensatory time off. In the event an employee is actually called in to perform assigned duties during off-duty hours during any on-call assignment period, the employee will be paid time and one-half for all hours actually worked. No compensation is payable for telephone advice which does not actually require reporting for work.

ARTICLE VII

HOLIDAYS

A. The following Holidays shall be recognized:

- | | |
|----------------------------------|--------------------------|
| 1. New Year's Day | 8. Labor Day |
| 2. Martin Luther King's Birthday | 9. Columbus Day |
| 3. Lincoln's Birthday | 10. Veteran's Day |
| 4. Washington's Birthday | 11. General Election Day |
| 5. Good Friday | 12. Thanksgiving Day |
| 6. Memorial Day | 13. Christmas Day |
| 7. Independence Day | |

In the event Christmas Day falls on a Thursday, the following Friday shall be an additional holiday hereunder.

B. In order to be eligible for holiday pay an employee must work the last full work day prior to the holiday and the first full work day following the holiday unless the employee has received the prior approval of the Board to be absent on either such day and except for a

bona fide authorized absence as determined by the Director of the Board in his/her absolute discretion.

C. In the event an employee is requested to work on the recognized Holidays as noted in this Article, he shall be paid at the rate of time and one-half for such hours that are worked on the Holiday in addition to his regular Holiday pay. Holiday pay is the rate for which a person works during his normal course of duties.

D. In addition to the aforementioned Holidays, the Board will grant a Holiday when the Governor, in his role as Chief Executive of the State of New Jersey, declares a Holiday by Proclamation or when the Board of Chosen Freeholders of Cape May County declares a non-working day for all County Employees.

E. Those Holidays that fall on Saturday shall be celebrated on the preceding Friday. Those Holidays that fall on Sunday shall be celebrated on the following Monday.

F. The parties acknowledge that the Board of Chosen Freeholders of the County of Cape May has promulgated a Weather Emergency Policy for County operations and agencies and the parties agree to abide by same in its current or any amended form.

ARTICLE VIII

ADMINISTRATIVE DAYS

Full-time employees shall receive three (3) Administrative Days Leave with pay per calendar year under the following conditions:

Requests for Administrative Leave may be granted by the Director of the Board or his designee upon request made by the employee to his/her immediate supervisor or his/her designee made as soon as possible but in all cases prior to the employee's normal starting time. Said request shall be granted at the discretion of the supervisor or his/her designee so long as the employee's absence can be permitted without interfering with the proper conduct of the Board.

Administrative Leave days shall not accumulate, but must be used in the calendar year. Administrative Leave Days are earned on a pro-rated basis. New employees shall only receive one (1) Administrative Leave Day for each four (4) full months of employment during their initial year of employment. Employees hired during the first fifteen (15) days of the month receive credit for the month of hire. Employees hired on the sixteenth (16) day of the month or thereafter receive no credit for the month of hire. Thereafter, at the beginning of each calendar year, in anticipation of continued employment, employees shall be credited with three (3) Administrative Leave Days. An employee who leaves Board service before the end of a calendar year shall have his or her Administrative Leave Days pro-rated, based upon time earned. An employee shall reimburse the Board for paid Administrative Leave Days used in excess of his or her pro-rated entitlement.

ARTICLE IX

VACATIONS

A. Full-time. Employees may be granted vacation leave as follows:

One (1) working day for each month of service or major fraction thereof during the first year;

After one year of service through five years of service, twelve (12) working days per year;

After five years of service through twelve years of service, fifteen (15) working days per year;

After twelve years of service through twenty years of service, twenty (20) working days per year.

After twenty years of service, twenty-five (25) working days per year.

Service includes all temporary continuous service immediately prior to permanent appointment with the Board or other County office provided there is no break in service of more than one week. Any increase in vacation days based on years of continuous County service will be credited at the beginning of the calendar year in which the employee attains it with anticipation that his/her employment will be continuous throughout the calendar year.

B. Part-time. Employees will earn vacation leave on a prorated basis in accordance with the regulations.

C. Employees Resigning or Retiring shall be granted vacation leave prorated on the basis of current annual allowance divided by 12, multiplied by the months of service completed within the particular year.

D. Accumulation of Vacation - where in any calendar year the vacation leave or any part thereof is not granted by reason of pressure of work, such leaves of absence or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year only.

E. Vacation for Veterans - a returning veteran shall be entitled to full vacation time for the year of return and for the year preceding, provided the latter can be taken during the year of return.

F. Deceased Employees - whenever any employee in the classified service dies, payment shall be made to the estate of such deceased employee for all earned and unused vacation leave, within the limits set forth in D above, based on the last approved compensation rate for the deceased employee.

G. Scheduling of Vacations - all vacations shall be granted, so far as practicable in accordance with the desires of the employee. Employees are encouraged to submit written vacation requests to his/her immediate supervisor with as much advance notice as possible. The Board immediate supervisor shall approve or deny the dates and times of vacation requests to be taken by the employee within seven (7) work days of receipt of the request. In no event shall any vacation be granted unless the written vacation request was made at least seven (7) work

days prior to the commencement of the proposed vacation. The Board Supervisor, when evaluating a request for vacation time-off, shall determine how many employees can be off at the same time.

In the event an employee fails to report for work after a vacation request has been denied, such employee shall be deemed to be on unauthorized absence and shall be subject to discipline.

In the event an employee exhausts all vacation leave entitlements and thereafter is absent from work without prior authorization, then such employee shall be subject to discipline.

H. Accrual of Vacation Days - the amount of vacation days as set forth above shall be credited in advance at the beginning of each year, before such days are earned, in anticipation of the employee's continued employment for the full year.

The amount of vacation days as set forth above is earned by the employee on a monthly pro rata basis. In the event the employee's employment with the Board should terminate before the end of the year and more vacation days have been used by the employee than have been earned on a pro rata basis, the per diem rate of pay for each of the excess days shall be deducted from the employee's final pay.

I. Vacation Transfer. In the event of a documented catastrophic illness which results in an employee exhausting all sick leave, administrative leave and vacation leave, employees may transfer to the credit of such affected employee up to two (2) vacation leave days from those accrued to the credit of an employee for carryover vacation.

ARTICLE X

Section 1. HOSPITALIZATION AND INSURANCE

A. The Board shall continue to provide enrollment in the Group Insurance Programs contracted for by the Cape May County Board of Chosen Freeholders for all permanent or provisional employees and their dependents subject to the same provisions, terms and conditions as are applicable to the general category employees of the County of Cape May. New employees will be eligible for enrollment after the employee has been on the payroll for two (2) continuous months.

B. In the event an employee during the course of his/her employment comes into contact with a person or persons who have a contagious disease, then the Board will provide such periodic medical examinations as may be determined by the Board's designated doctor to be necessary to monitor and care for the employee. In the event the Board directs an employee to attend a medical examination during work hours then the employee shall not lose any leave time.

Section 2 . LEGAL REPRESENTATION

The Board, upon request of an employee, will provide for the defense of any employee in any legal action or proceeding arising out of and directly related to any act or omission which occurred while the employee was acting within the scope of assigned Board duties. This duty to provide for the defense shall not arise where such action or proceeding is brought by or on behalf of the Board.

ARTICLE XI

SICK LEAVE

A. Service Credit for Sick Leave.

1. All employees shall be entitled to sick leave with pay as specified hereunder.

2. Sick leave means the absence of an employee from duty because of illness, injury, maternity leave (during the period of actual incapacitation as shown by a physician's certificate), exposure to contagious disease, necessary attendance upon a member of the immediate family seriously ill, death in the immediate family or other relatives living in the employee's household. Taking Sick Leave for any other purpose constitutes an abuse of Sick Leave.

B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment; and fifteen (15) working days in every calendar year thereafter.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year, to be used if and when needed for such purpose.

3. Employees may be credited with fifteen (15) working days sick leave at the beginning of the calendar year and may be permitted to use sick leave for the reasons defined above.

4. The employee must reimburse the Board within one (1) year in cases where sick time is credited in advance, taken with pay, but not actually earned by the employee. The Board reserves the right to take appropriate action to recover monies uncollected.

In the event an employee owes the Board money for time credited, taken, but not actually earned, the Board reserves the right to withhold from the employee's pay monies by way of reimbursement to the Board as a result of owed time.

Where an employee is no longer in the employ of the Board, the Board reserves the right to apply all or part of the employee's wages from the employee's last paycheck by way of reimbursement of owed time.

5. Temporary, provisional and permanent part-time employees shall be granted sick leave credit on a proportionate basis in accordance with New Jersey Department of Personnel regulations.

C. Reporting of Absence on Sick Leave.

1. If an employee is absent for reasons that entitle him to sick leave, whether of short or long duration, the employee is required to notify his/her supervisor of the reason for absence prior to the employee's normal starting time on the first day of absence from the office. If the duration of absence exceeds two (2) days, it will be necessary to report on every third day unless the employee's supervisor requires more frequent reporting.

2. Failure to so notify his/her supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

3. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

4. Sick Leave for absences in excess of ten continuous working days must be requested by the employee in writing to his/her immediate supervisor. This request must be accompanied by a written and signed statement by a physician setting forth the reason for the sick leave and probable date of return to employment.

D. Verification of Sick Leave.

(a) An employee who has been absent on sick leave for five (5) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness.

1. An employee who has been absent on sick leave for periods totaling more than fifteen (15) days in one calendar year consisting of periods of less than five (5) days shall have his or her sick leave record reviewed by the Board and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six (6) months.

2. The Board may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and further may adopt such other sick leave verification procedures as it may deem appropriate. Abuse of sick leave shall be cause of disciplinary action.

(b) In case of leave of absence due to exposure to contagious disease, a certificate from the Board of Health of the employee's municipality of residence shall be required prior to the employee's return to work.

(c) The Board may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined, at the expense of the Board, by a physician designated by the Board. Such examination shall establish whether the employee is capable of performing his normal duties and that his return to work will not jeopardize the health or safety of other employees.

E. Sick Leave Payment at Retirement.

All employees who retire from the Public Employee's Retirement System on July 1, 1980 and thereafter shall be entitled to receive a lump sum payment for unused accumulated sick leave. This shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of earned and accumulated sick leave based upon the average annual compensation received during the last year of employment prior to the effective date of retirement, provided that such payment shall not exceed Twelve Thousand (\$12,000.00) Dollars.

F. An employee who has exhausted all accrued leave time such as vacation, sick leave and compensatory time and who is not on an approved Leave of Absence shall be subject to disciplinary action, including possible discharge from employment. An employee who has been granted an approved Leave of Absence and who fails to return to duty upon the expiration of the approved Leave of Absence shall likewise be subject to disciplinary action, including possible discharge from employment.

ARTICLE XII

BEREAVEMENT LEAVE

Employees shall be granted special bereavement leave with pay in the event of death in the employee's immediate family as follows:

(a) Three (3) days per death in the case of the death of a spouse, child, mother, father, stepmother, stepfather or stepchild.

(b) Three (3) days per calendar year in the case of the death of a grandchild, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandmother, grandfather, grandmother-in-law or grandfather-in-law.

(c) If additional days are required for bereavement purposes, the employee may charge such additional days in excess of those provided in paragraphs (a) and (b) above to sick leave, vacation leave and administrative leave days.

(d) Bereavement leave is for the purposes of attending the funeral of the decedent and/or making the funeral arrangements relating thereof.

ARTICLE XIII

DRUG-FREE WORKPLACE

A drug-free workplace, free from use of non-medically prescribed controlled substances, is vital to the Board, to the safety of our work place, to the productivity of our employees, and to the interests of the general public. For these reasons, the Board has implemented a drug policy and practices oriented toward maintaining a drug-free work environment.

The use, possession, sale or distribution of non-medically prescribed controlled substances on Board premises (including parking lots and recreation areas or in any Welfare Board work environment) is prohibited. "Work environment" includes situations where an employee is representing the Board whether on a citizen related call or participating in a business meeting off-premises. A violation of this provision of the Board's drug policy is not considered a medical issue and normally results in dismissal from the Board. The Board's drug policy also prohibits employees affected by any non-medically prescribed controlled substances from Board premises or other work environments. Consideration is given to the safety of any employee asked to leave our premises due to an impairment (e.g. ability to drive, etc.).

The Board reviews employees off-the-job drug-related incidents such as arrests for use, possession, sale or distribution of drugs to make a determination if the incident could result in an adverse or potentially adverse impact to the Board and/or to our employees. The results of the review will determine the appropriate course of action

for the Board to take including dismissal, rehabilitation or other actions.

In appropriate circumstances, the Board may require employees suspected of being under the influence of drugs to submit to drug testing. Drug testing will only be required and administered in accordance with the provisions of Federal and State law.

A complete and detailed Drug and Alcohol Free Workplace Policy (the Policy) shall be issued by the Board which is comparable to the Policy presently in effect for employees of the County of Cape May.

ARTICLE XIV

SALARIES AND COMPENSATION

A. The Board agrees that employees covered by this Agreement shall receive additional compensation during the term of this Agreement in accordance with the following understandings:

Effective January 1, 1997, the Board Wage Guide shall no longer be in effect. All employee's salaries shall be fixed at the salary paid on December 31, 1996. No further anniversary step movements shall be made.

January 1, 1997

Effective January 1, 1997, each employee's annual base salary as of December 31, 1996 shall be increased by three and one-half (3.5%) percent.

January 1, 1998

Effective January 1, 1998, each employee's annual salary as of December 31, 1997 shall be increased by three (3.0%) percent.

January 1, 1999

Effective January 1, 1999, each employee's annual base salary as of December 31, 1998 shall be increased by two and one-half (2.5%) percent.

B. Wage increases shall only apply to employees covered by this contract on date of execution. Any employee who has terminated Board service prior to execution of the Agreement is not entitled to any benefits under this Agreement, including but not limited to salary increases or retroactive pay thereafter unless said termination resulted from an involuntary Board directed layoff or a voluntary retirement of a Board employee who is eligible to receive retirement benefits under the rules of the Public Employment Retirement System (PERS).

When hiring new employees, the Board reserves the right to place employees at any salary between the minimum and maximum salary of the appropriate Range depending upon the ability, aptitude, and past experience of the employee.

C. In order to be entitled to the wage increases granted hereunder, employees must be employed at least six months prior to any wage increases granted under this contract. Employees employed for less than six months prior to the occurrence of any wage increase granted under this contract will not receive an increase until the next succeeding wage increase.

D. In the event an employee is promoted to a classification in a higher Range, the employee's salary shall be established by the Board at any salary between the minimum and maximum salary of the new Range depending upon the ability, aptitude and past experience of the employee

but in no event shall the new salary be less than five (5%) percent greater than the employee's then current salary at the time of the promotion.

ARTICLE XV

LONGEVITY

A. For all employees employed on or before October 17, 1984, the following Longevity Plan shall be continued, based upon Employees' length of continuous and uninterrupted service with the Cape May County Board of Social Services. This Plan will operate in conjunction with the quarterly annual increment system:

| | | |
|----|--------------------|-----|
| A. | 5 years of service | 2% |
| B. | 10 " " | 4% |
| C. | 15 " " | 6% |
| D. | 20 " " | 8% |
| E. | 25 " " | 10% |
| F. | 30 " " | 12% |
| G. | 35 " " | 14% |
| H. | 40 " " | 16% |

Longevity pay based upon employees current base salary.

B. For all employees employed after October 17, 1984, no longevity plan shall be provided unless an employee is hired or rehired by or transferred into the Board from another agency of the County of Cape May, and such employee was entitled to longevity pay at the County Agency from which he/she was transferred. Such employee shall receive the same amount of credited time for longevity purposes at the Board as

the employee was credited at the County Agency from which he/she was transferred.

No employment or employment with another employer other than another agency of the County of Cape May constitutes a break in service, and thereafter no longevity shall apply.

ARTICLE XVI

UNIFORM ALLOWANCE AND EQUIPMENT

A. Equipment. Insofar as it is practicable and economically feasible, the Board will attempt to acquire vehicles with light color seat covers and with air conditioning so long as such vehicles are available for purchase under the state contract purchase plan. This applies to all new vehicles purchased after the execution of this agreement.

ARTICLE XVII

BULLETIN BOARDS

Bulletin Boards shall be made available by the Board. These Bulletin Boards may be utilized by the Union for the purpose of posting official Union announcements and other information related to the official business of the Union which is of a non-controversial nature. The Union agrees that it will not post material which may be profane, derogatory to any individual, or constitute election campaign or political material of any kind. The Director or his representative may

have removed from the Bulletin Board any material which does not conform to the intent and provisions of this Article.

ARTICLE XVIII

WORK RULE

A. The Board may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this Agreement and further provided that the Union shall have the right to grieve with reference to the same within five (5) days after the same are posted or disseminated and/or a copy sent to the Union.

ARTICLE XIX

NO STRIKE PLEDGE

A. The Union covenants and agrees that during the lifetime of this Agreement neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or absenteeism in whole or part, from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Board. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any Union Member shall entitle the Board to invoke the following:

Such activity shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Civil Service Law.

C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Welfare Board.

D. Nothing contained herein shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

E. Nothing contained herein shall restrict employees on their off-duty hours from participating in informational picketing or otherwise exercising their right of free speech.

ARTICLE XX

NON-DISCRIMINATION

A. There shall be no discrimination by the Board or the Union against an employee on account of race, color, creed, sex, age, or national origin, and any other category as indicated by Department of Personnel Rules and Regulations.

B. There shall be no discrimination, interference, restraint, or coercion by the Board or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union.

C. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employee covered by this Agreement who are not members of the Union.

ARTICLE XXI

DEDUCTIONS FROM SALARIES

PART A: CHECKOFF

Section 1. The Board agrees to deduct Union membership dues each month from the pay of those employees who request in writing that such deductions be made. The amounts deducted shall be certified to the Board by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted monthly to the Treasurer of the Union, together with a list of all employees for whom deductions were made.

Section 2. Any revocation of the aforesaid authorization to deduct dues shall be made by the employee, in writing and in duplicate, with the original sent to the Union and a copy to the Board, and in accordance with the provisions of *N.J.S.A. 52:14-15.9e*, as may be amended. Such revocation shall be effective to all deductions as of January 1 or July 1, next succeeding the date of which such revocation is filed.

Section 3. The Union shall indemnify, defend, and save the Welfare Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by notice of the Union to the Board or in reliance upon the notification of the Union.

PART B: AGENCY SHOP

Section 1. The Board agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and to transmit the fee to the majority representative.

Section 2. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

Section 3. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Union, less the cost of benefits financed

through the dues and available only to members of the Union but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

Section 4. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union as provided for by law. This appeal procedure shall in no way involve the Board or require the Board to take any action other than to hold the fee in escrow pending resolution of the appeal.

Section 5. The Union shall indemnify, defend, and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Board or in reliance upon the notification of the Union.

ARTICLE XXII

LEAVES OF ABSENCES

Pregnancy - Disability Leave (Maternity Leave)

A. Permanent employees covered by this contract shall be entitled to pregnancy - disability leave as hereinafter set forth and consistent with New Jersey Department of Personnel Regulations.

B. Pregnancy - Permanent employees who request leave with or without pay for reason of disability due to pregnancy shall be granted leave under the same terms and conditions as those applicable to such

employees for sick leave or leave without pay. Request for such leave must be made by the employee in writing to the Board.

C. The Board may request acceptable medical evidence that the employee is unable to perform her work due to disability because of pregnancy.

D. An employee may use accrued leave time (e.g. sick, vacation, personal days) for pregnancy - disability purposes, however, the employee shall not be required to exhaust accrued sick leave before taking a leave without pay for pregnancy.

E. Child care leave for adoptive parents which is only granted as a leave without pay, may be granted by the Board under the same terms and conditions applicable to all other personal leaves without pay.

Leaves of Absence Without Pay - General

All employees covered by this Agreement, upon written application setting forth the reason, may be granted a leave of absence without pay for a maximum period of one (1) year by the Board with the approval of the New Jersey Department of Personnel. Further, leave in exceptional situations may be granted by the Board with the approval of the New Jersey Department of Personnel, where it is in the public interest. Leaves may be granted or denied at the sole discretion of the Cape May County Board of Social Services.

Military Leave

Leave of absence for military service will be granted in accord with applicable State and Federal Law.

Employment During Leave Period

Employees may not be gainfully employed during the period of such leaves. Falsification of the reason for leave, or failure to return promptly at the expiration of a leave shall be considered reason for summary discharge. Leaves shall be granted or denied in writing.

MEDICAL FAMILY LEAVE

Medical/Family Leaves of absence will be granted in accordance with the provisions of the "Federal Family and Medical Leave Act" and the "New Jersey Family Leave Act" and the regulations promulgated pursuant to those statutes; as well as the Family Leave Policy adopted by the County of Cape May which has been adopted by the Board to be applicable to the employees of the Cape May County Board of Social Services.

Under the provisions of these statutes, an employee is entitled to twelve (12) weeks of leave during a twelve (12) month period. Employees shall be entitled to leave for the employee's own serious health condition, or the need to care for a spouse, child or parent with a serious health condition. In addition, an employee may take leave to care for a parent, child or parent-in-law.

The circumstances under which leave may be taken, vary depending on the type of leave requested and the Board will grant leave in accordance with the provisions of each statute, the regulations issued for each

statute, and judicial decisions interpreting the requirements of each statute.

The Board will issue a Family Leave Policy in accordance with this Article.

ARTICLE XXIII

WORKER'S COMPENSATION/INJURY LEAVE

Whenever an employee is disabled through injury or illness as a result of, or arising from, his employment, he or she shall be provided by the Board with the benefits as provided pursuant to N.J.S.A.34:15-1, et seq. (the Worker's Compensation Act of New Jersey). The Board may provide these benefits by purchasing Workers Compensation insurance coverage from an insurance company, by self-insuring these coverages by way of an Inter-Local Agreement with the County of Cape May, or by otherwise providing all benefits required by this Act and these coverages are provided subject to the following conditions:

1. The disability must be due to an injury or illness resulting from the employment.

(a) Injuries or illnesses which would not have occurred but for a specific work-related accident or condition of employment are compensable.

(b) Pre-existing illnesses, diseases and conditions aggravated by a work-related accident or condition of employment are not compensable when such aggravation was reasonably foreseeable.

(c) Illnesses which are generally not caused by a specific work-related accident or condition of employment, are not compensable except when the claim is supported by medical documentation that clearly establishes the injury or illness is work related.

(d) Psychological or psychiatric illness is not compensable, except when such illness can be traced to a specific work-related accident or occurrence which traumatized the employee thereby causing the illness, and the claim is supported by medical documentation.

(e) An injury or illness not compensable when the appointing authority has established that the employee has been grossly negligent, including those injuries or illnesses arising from impairment due to alcohol or drug abuse.

2. Any accident resulting in injury for which the employee seeks compensation must occur on the work premises.

(a) Work premises are the physical area of operation of the Board, including buildings, grounds and parking facilities provided by the Board.

(b) An injury occurring off the work premises is compensable only when the employee is engaged in authorized work activity or travel between work stations.

3. For the injury to be compensable, it must occur during normal work hours or approved overtime.

(a) Injuries which occur during normal commutation between home and the work station or home and a field assignment are not compensable.

(b) Injuries which occur during lunch or break periods are not compensable. However, employees who are required by the Board to remain at a particular job location during lunch and/or work break shall not be precluded from receiving benefits.

4. An employee is required to report to his or her supervisor any work accident or condition claimed to have caused disability upon occurrence or discovery, and is responsible for completing a written report on the matter within five (5) days or as soon as possible thereafter. The report shall include a statement of when, where and how the injury or illness occurred, statements of witnesses and copies of all medical reports concerning the injury or illness.

(a) The Board may require the employee to be examined by a physician designated and compensated by the Board.

Whenever the Board designated physician shall report in writing that the employee is fit for work, such leave shall terminate and such employee shall forthwith report for work.

Any employee on injury leave resulting from injury arising from Board work, shall continue to accrue sick leave credits while he or she remains on the payroll.

5. The Board may, in its discretion and its sole option, require or permit an employee who is off on Worker's Compensation leave to perform "light duty" if the Board determines it is available.

6. No payments to employees shall be made in addition to the payments made pursuant to the Worker's Compensation Law. Nevertheless, whenever an employee is disabled through injury or illness, as a result of, or arising from, his employment, he or she shall continue to receive seventy (70%) percent of his/her ordinary base pay during the pendency of his/her application for receipt of temporary Worker's Compensation payments for a maximum period of thirty (30) days but in no event longer than the amount of accrued sick leave than credited to the employee. In the event it is determined that the employee is ineligible for Worker's Compensation payments any payments made hereunder to the employee during the pendency of his/her application for temporary Worker's Compensation payments shall be charged against his/her accrued sick leave.

ARTICLE XXIV

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a jury or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXV

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable or bargainable issues which were or could have been the subject of negotiations. During the term of the Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

The parties acknowledge that this Agreement represents and incorporates all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the Board's administrative procedures, practices in force and past practices incorporated in this Agreement. Unless otherwise provided in this Agreement, no prior administrative procedures, practice or past practices shall be interpreted or applied so as to enlarge or otherwise conflict with the express terms of this Agreement.

ARTICLE XXVI

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1997 and shall remain in effect to and including December 31, 1999.

This Agreement shall continue in full force and effect from year-to-year thereafter unless one party or the other gives notice, in writing, pursuant to *N.J.A.S.19:12-2.1*.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 26th day of March, 1997.

CAPE MAY COUNTY BOARD OF SOCIAL SERVICES

ATTEST:

By *Nina Henlick*

Joseph B. Fahy
Joseph B. Fahy, ACSW
Director

UNITED INDEPENDENT UNION, LOCAL #5

ATTEST:

By *[Signature]*

James M. Hill
Anna Taylor
Louise J. Monaghan
cmcwb\uiu.96

SCHEDULE I

Job Titles and Ranges utilized by the Cape May County Board of Social Services for employees in the Bargaining Unit.

| <u>TITLE</u> | <u>RANGE</u> |
|---------------------------------------|--------------|
| Receptionist/Typist | 5 |
| Clerk | 5 |
| Clerk/Typist | 5 |
| Account Clerk | 5 |
| Data Entry Machine Operator | 5 |
| Social Service Worker | 5 |
| Telephone Operator | 6 |
| Sr. Clerk Typist | 8 |
| Sr. Building Service Worker | 8 |
| Sr. Acct. Clerk/Typing | 8 |
| Sr. Account Clerk | 8 |
| Sr. Receptionist/Typing | 8 |
| Sr. Telephone Operator | 9 |
| Sr. Data Entry Machine Operator | 9 |
| Social Service Technician | 11 |
| Principal Clerk Typist | 12 |
| Principal Account Clerk | 12 |
| Income Maintenance Technician | 13 |
| Principal Data Entry Machine Operator | 13 |
| Sr. Maintenance Repairer | 13 |
| Accounting Assistant | 13 |
| Income Maintenance Worker | 16 |
| Social Worker | 18 |
| Investigator | 18 |
| Investigator/Process Server | 18 |
| Income Maintenance Specialist | 19 |
| Senior Investigator | 20 |