

**AGREEMENT**

***Between***

***OCEAN COUNTY BOARD OF SOCIAL SERVICES***

***And***

***COMMUNICATIONS WORKERS OF AMERICA (CWA)***

***A.F.L. - C.I.O., C.L.C.***

***Local 1088***

***COVERING***

***PROFESSIONAL, PARA-PROFESSIONAL AND CLERICAL EMPLOYEES  
OF THE OCEAN COUNTY BOARD OF SOCIAL SERVICES***

***JANUARY 1, 2018***

***THROUGH***

***DECEMBER 31, 2020***

**COPY**  
**ORIGINAL**

**COPY**

**TABLE OF CONTENTS**

<b>PREAMBLE .....</b>	<b>1</b>
<b>ARTICLE I RECOGNITION .....</b>	<b>1</b>
<b>ARTICLE II HOURS OF WORK .....</b>	<b>5</b>
<b>ARTICLE III GRIEVANCE PROCEDURE .....</b>	<b>8</b>
<b>ARTICLE IV DUES DEDUCTION .....</b>	<b>13</b>
<b>ARTICLE V AGENCY SHOP .....</b>	<b>13</b>
<b>ARTICLE VI COMPENSATION .....</b>	<b>14</b>
<b>ARTICLE VII EDUCATION.....</b>	<b>16</b>
<b>ARTICLE VIII TRANSPORTATION AND REIMBURSEMENT.....</b>	<b>18</b>
<b>ARTICLE IX BEREAVEMENT LEAVE.....</b>	<b>18</b>
<b>ARTICLE X PERSONAL LEAVE.....</b>	<b>20</b>
<b>ARTICLE XI SICK LEAVE.....</b>	<b>21</b>
<b>ARTICLE XII VACATION LEAVE.....</b>	<b>23</b>
<b>ARTICLE XIII INSURANCE.....</b>	<b>24</b>
<b>ARTICLE XIV SENIORITY .....</b>	<b>26</b>
<b>ARTICLE XV JOB POSTINGS AND PROMOTIONS.....</b>	<b>27</b>
<b>ARTICLE XVI UNION LEAVE.....</b>	<b>27</b>
<b>ARTICLE XVII UNION REPRESENTATIVES.....</b>	<b>28</b>
<b>ARTICLE XVIII MANAGEMENT RIGHTS.....</b>	<b>29</b>
<b>ARTICLE XIX DISCIPLINE.....</b>	<b>30</b>
<b>ARTICLE XX WORK OUT OF CLASSIFICATION.....</b>	<b>31</b>
<b>ARTICLE XXI WORK CONTINUITY.....</b>	<b>31</b>
<b>ARTICLE XXII HOLIDAYS.....</b>	<b>32</b>
<b>ARTICLE XXIII LONGEVITY PAY.....</b>	<b>33</b>
<b>ARTICLE XXIV FINANCIAL RESTRICTIONS.....</b>	<b>34</b>
<b>ARTICLE XXV HEALTH AND SAFETY COMMITTEE.....</b>	<b>34</b>

**TABLE OF CONTENTS (Cont'd)**

<b>ARTICLE XXVI TRANSFERS .....</b>	<b>35</b>
<b>ARTICLE XXVII PERSONNEL FILES.....</b>	<b>35</b>
<b>ARTICLE XXVIII SEVERABILITY AND SAVINGS.....</b>	<b>35</b>
<b>ARTICLE XXIX FULLY-BARGAINED PROVISION.....</b>	<b>36</b>
<b>ARTICLE XXX FAMILY &amp; MEDICAL LEAVE.....</b>	<b>36</b>
<b>ARTICLE XXXI DONATED LEAVE PROGRAM.....</b>	<b>36</b>
<b>ARTICLE XXXII WORKERS RIGHTS.....</b>	<b>36</b>
<b>ARTICLE XXXIII DURATION.....</b>	<b>37</b>
<b>APPENDIX I TITLES AND RANGES.....</b>	<b>38</b>
<b>APPENDIX II – SALARY SCHEDULE (A).....</b>	<b>40</b>

**INDEX**

<b>ARBITRATION.....</b>	<b>11-12</b>
<b>AUTOMOBILE ALLOWANCE.....</b>	<b>18</b>
<b>BEREAVEMENT.....</b>	<b>18</b>
<b>COMPENSATION.....</b>	<b>14-15</b>
<b>DENTAL INSURANCE.....</b>	<b>24-26</b>
<b>DISCIPLINE.....</b>	<b>30-31</b>
<b>DONATED LEAVE.....</b>	<b>36</b>
<b>DUES DEDUCTION.....</b>	<b>13</b>
<b>DURATION.....</b>	<b>37</b>
<b>EDUCATION.....</b>	<b>16-18</b>
<b>FAMILY AND MEDICAL LEAVE.....</b>	<b>36</b>
<b>FINANCIAL RESTRICTIONS.....</b>	<b>34</b>
<b>FULLY-BARGAINED PROVISION.....</b>	<b>36</b>
<b>GRIEVANCE PROCEDURE.....</b>	<b>8-12</b>
<b>HEALTH AND SAFETY COMMITTEE.....</b>	<b>34</b>
<b>HEALTH INSURANCE.....</b>	<b>24-26</b>
<b>HOLIDAYS.....</b>	<b>32</b>
<b>HOURS OF WORK.....</b>	<b>5-8</b>
<b>IMMEDIATE FAMILY.....</b>	<b>18</b>
<b>JOB POSTINGS.....</b>	<b>27</b>
<b>LONGEVITY PAY.....</b>	<b>33</b>
<b>LUNCH.....</b>	<b>5</b>
<b>MANAGEMENT RIGHTS.....</b>	<b>29</b>
<b>MILEAGE REIMBURSEMENT.....</b>	<b>18</b>
<b>OVERTIME.....</b>	<b>5</b>
<b>PERSONAL LEAVE.....</b>	<b>20-21</b>
<b>PERSONNEL FILES.....</b>	<b>35</b>

**INDEX (Cont'd)**

<b>PRESCRIPTION INSURANCE.....</b>	<b>24-26</b>
<b>PROFESSIONAL DAY.....</b>	<b>16</b>
<b>PROMOTIONS.....</b>	<b>27</b>
<b>RECOGNITION.....</b>	<b>1 - 4</b>
<b>REPRESENTATION FEE.....</b>	<b>13-14</b>
<b>RETIREMENT-HEALTH INSURANCE.....</b>	<b>24-26</b>
<b>RETIREMENT-SICK DAYS.....</b>	<b>21-22</b>
<b>SALARY SCHEDULE.....</b>	<b>40</b>
<b>SENIORITY.....</b>	<b>26</b>
<b>SEVERABILITY AND SAVINGS.....</b>	<b>35</b>
<b>SICK LEAVE.....</b>	<b>21-22</b>
<b>TITLES AND RANGES.....</b>	<b>38-39</b>
<b>TRANSFERS.....</b>	<b>35</b>
<b>TRANSPORTATION.....</b>	<b>18</b>
<b>TUITION REIMBURSEMENT.....</b>	<b>16-18</b>
<b>UNION LEAVE.....</b>	<b>27</b>
<b>UNION REPRESENTATIVES.....</b>	<b>28</b>
<b>VACATION LEAVE.....</b>	<b>23-24</b>
<b>WORK CONTINUITY.....</b>	<b>31</b>
<b>WORK-OUT-OF-CLASSIFICATION.....</b>	<b>31</b>

## **PREAMBLE**

*WHEREAS, the Ocean County Board of Social Services, Toms River, New Jersey, (hereinafter referred to as the "Board"), and the Communications Workers of America, A.F.L.-C.I.O., C.L.C. (hereinafter referred to as the "Union") are desirous of entering into an Agreement for the establishment of salaries, benefits and enumeration of other terms and conditions of employment, which shall be effective January 1, 2018 through December 31, 2020.*

## **ARTICLE I - RECOGNITION**

- A. This Agreement shall be applicable to full-time and permanent part-time employees. Permanent part-time employees not meeting the statutory minimum hours of work are not entitled to health benefits. Sick time and vacation time will be earned on a pro-rata basis to the hours of a full-time employee.*
- B. Permanent part-time employees who have passed their probation period will be considered in hiring to entry-level full-time bargaining unit positions. Salaries for permanent part-time employees will be commensurate with minimum salaries for current full-time job titles.*
- C. The Board agrees to recognize the Communications Workers of America, AFL-CIO, CLC, as the sole exclusive collective bargaining agent for the employees in the following job classifications:*

- Account Clerk*
- Clerk 1*
- Clerk 1, Bilingual (Spanish/English)*
- Clerk 2*
- Clerk 2, Bilingual (Spanish/English)*
- Clerk 3*
- Clerk 3/Senior Purchasing Assistant*
- Clerk Driver*
- Clerk Stenographer 1*
- Clerk Stenographer 2*
- Clerk Transcriber*
- Data Entry Machine Operator*
- Graduate Nurse*
- Health Aide*
- Health Aide, Bilingual (Spanish/English)*
- Income Maintenance Aide*
- Human Services Specialist 1*
- Human Services Specialist 1, Bilingual (Spanish/English)*

*Human Services Specialist 2*  
*Human Services Specialist 2, Bilingual (Spanish/English)*  
*Human Services Specialist 3*  
*Human Services Specialist 3, Bilingual (Spanish/English)*  
*Investigator CWA*  
*Investigator CWA, Bilingual (Spanish/English)*  
*Keyboarding Clerk 1*  
*Keyboarding Clerk 2*  
*Keyboarding Clerk 3*  
*Mail Clerk*  
*Messenger*  
*Principal Account Clerk*  
*Principal Data Entry Machine Operator*  
*Principal Purchasing Assistant*  
*Receptionist*  
*Receptionist, Bilingual (Spanish/English)*  
*Receptionist/Telephone Operator, Bilingual (Spanish/English)*  
*Recreation Aide*  
*Recreation Program Specialist*  
*Senior Account Clerk*  
*Senior Investigator, CWA*  
*Senior Messenger*  
*Senior Purchasing Assistant*  
*Senior Receptionist*  
*Senior Receptionist, Bilingual (Spanish/ English)*  
*Senior Stock Clerk*  
*Senior Telephone Operator*  
*Senior Training Technician*  
*Social Service Aide*  
*Social Service Aide, Bilingual (Spanish/ English)*  
*Social Service Technician*  
*Social Service Technician, Bilingual (Spanish/English)*  
*Social Worker*  
*Social Worker, Bilingual (Spanish/English)*  
*Social Work Specialist*  
*Stock Clerk*  
*Telephone Operator*  
*Telephone Operator, Bilingual (Spanish/English)*  
*Therapeutic Technician*  
*Training Technician*

**D. The following job classifications shall be excluded from the CWA bargaining unit:**

**Accountant**  
**Account Clerk (Time & Leave/Payroll Administration)**  
**Administrative Clerk**  
**Administrative Secretary**  
**Administrative Supervisor**  
**Accounting Assistant**  
**Assistant Administrative Supervisors**  
**Assistant Chief Investigator**  
**Assistant Chief of Administrative Services**  
**Assistant Fiscal Officer**  
**Assistant Payroll Supervisor**  
**Assistant Personnel Technician/Personnel Technician**  
**Assistant Supervising Maintenance Repairer**  
**Assistant Training Supervisor/Training Supervisor**  
**Attorney**  
**Building Maintenance Worker/Security Guard**  
**Chief Clerk**  
**Chief Investigator**  
**Clerk 4**  
**Coordinator of Volunteers**  
**Data Processing Coordinator**  
**Deputy Director**  
**Director**  
**Employee Benefits Clerk**  
**Fiscal Officer**  
**Human Services Specialist 4**  
**Human Services Specialist 4 Bilingual in Spanish/English**  
**Keyboarding Clerk 1 (Personnel and Administrative)**  
**Keyboarding Clerk 2 (Personnel and Administrative)**  
**Keyboarding Clerk 3 (Personnel and Administrative)**  
**Keyboarding Clerk 4**  
**Legal Assistant**  
**Legal Secretary**  
**Maintenance Repairer**  
**Management Assistant**  
**Paralegal Specialist (Legal Dept./Administration)**  
**Personnel Assistant**  
**Personnel Officer**  
**Principal Account Clerk (Administration/Time & Leave/ Payroll)**  
**Public Information Officer**  
**Purchasing Agent**  
**Secretarial Assistant**  
**Secretarial Assistant Stenography**



*Security Guard*  
*Senior Accountant*  
*Senior Security Guard*  
*Senior Account Clerk (Administration/ Time & Leave/ Payroll)*  
*Senior Maintenance Repairer*  
*Social Work Supervisor*  
*Supervising Account Clerk*  
*Supervising Data Control Clerk*  
*Supervising Maintenance Repairer*  
*Supervisor Information Technology*  
*Supervisor of Accounts*  
*Supervisor Data Processing Operations*  
*Technician Management Information Systems/Senior Technician Management*  
*Information System*

## **ARTICLE II - HOURS OF WORK**

*The normal workweek for all employees covered by this collective bargaining agreement shall consist of 40 (forty) hours per week, which will be made up of eight (8) work hours per day plus a lunch period of no less than thirty (30) minutes and no more than one (1) hour.*

*Employees may request alternate hours of work within a one week period to achieve a 40 (forty) hour work week. It is the desire of the employer to afford employees the opportunity, scheduling permitted, to adjust their workday between 8:00 a.m. and 5:00 p.m. Coverage of Tuesday hours, 10:00 a.m. to 6:30 p.m. will be the first covered by seeking volunteers and thereafter by assigning employees in reverse seniority for the job unit and title needing the coverage. Bilingual titles shall be combined with non-bilingual titles for the job assignment in determining who will be assigned by least seniority unless doing so will leave a unit with insufficient bilingual coverage. On an annual basis, assignment to this schedule will be reviewed.*

*The Director or his/her Designee may arrange the lunch hours of employees to ensure that sufficient staff is available to the public at all times.*

*All hours for which an employee is deemed to be on active pay status shall be counted toward the threshold of a forty (40) hour work week. All hours in excess of forty (40) shall be compensated at time and a half as compensatory time or as wages. The decision as to whether the compensation will be as wages or compensatory time shall be at the sole discretion of the Director or Director's Designee. The Director or Director's Designee must specifically authorize all overtime. The employee will be notified of the compensation method at the time the overtime is authorized.*

*Employees who fail to receive the required prior overtime approval will be permitted up to two (2) incidents per calendar year not to exceed a maximum of 30 minutes total per year of overtime which must meet the criteria for overtime. Employees will not be disciplined for these incidents. Employees must report overtime usage to Management the next working day.*

## **Alternate Hours of Work**

*In administering an alternate hours procedure as provided for certain employees by Board Resolutions or Contracts, the Agency must ensure that there is adequate staff to cover all job functions to meet the mission of the Agency. Within this constant, it is the desire of the Agency to afford employees the opportunity to request to adjust their workday between 8:00 a.m. to 5:00 p.m. Monday, Wednesday, Thursday and Friday, and between 8:00 a.m. and 6:30 p.m. for designated staff on Tuesdays.*

*Unless otherwise provided in applicable Contracts or Board Resolutions or other legal agreements, time may not be carried forward from one pay period to another. Except for adjustments within the workday, time must be earned before it is used.*

**A. Alternate Hours Request for Adjustments Within the Workday for Five Days or Less or to Request Time Carried Forward for One Workweek or Less**

- 1. Requests can be made prior to, or on, the day the adjustment is desired. Supervisor approval is required prior to the implementation of the adjustment. For adjustments of one day or less, the only documentation required is recording of the adjustment on the employee's time sheet and notated on the Unit Calendar (see Section C). The Supervisor's initials indicate on the time sheet the alteration was approved. Written requests on the ADF-186 form are required when the request for an adjustment is for more than one (1) day.*
- 2. Requests are submitted to the employee's supervisor five (5) calendar days prior to the implementation of the alternate work schedule to permit scheduling to facilitate the work flow in the unit and are limited to a thirty (30) calendar day time frame.*
- 3. Supervisors note time and date received on the ADM-F-186.*
- 4. Prior written authorization is required from the supervisor before leave commences except as noted in Emergency Request.*

5. Supervisors respond to requests within two (2) workdays of the receipt of the request.

B. Coordination of Request

Employees must coordinate their request with the Department/Unit Vacation/Personal Leave/Absence standard and scheduled absences for the work Department/Unit.

Supervisor may approve Alternate Lunch Hour Adjustments in accordance with Item A. above as long as there is adequate coverage to fulfill the mission of the Agency and the Unit.

C. Posting of Schedules

Each supervisor makes provisions for a calendar to post Vacation/Personal Leave/Absence and Alternate Hours. The calendar is accessible to all employees to permit them to review it to coordinate their alternate work hours with the scheduled absences and Department/Unit leave standard.

D. Duplicate Requests Within a Coordinating Group

Seniority rules in the event of duplicate requests. If every effort has been made to eliminate the conflict by the Line Supervisor and workers, the Administrative Supervisor has the discretion to approve the duplicate request.

E. Emergency Alternate Hours of Work

Employees are to make every effort to adhere to the provisions of this procedure by planning the adjustment within the employee's coordination group. When there is an emergency need without the ability to comply with the time frames in this procedure in advance, the employee may contact the supervisor or alternate reporting supervisor to request verbal approval.

Upon return to work the employee is to complete the time sheet in accordance with Section A.2 and supervisor will initial the alteration.

F. Revision to Alternate Hours of Work

1. Requests to adjust an approved alternate work hour schedule must be submitted in writing in accordance with the appropriate procedures outlined above.
2. Should an employee due to absence caused by illness or emergency be unable to utilize time carried forward from an alternate work schedule, leave time utilized is adjusted to accommodate the amount of time that had been carried forward.

G. Change in Work Assignment

Change in work assignment does not alter previously approved schedules. Any new request must be in accordance with the work unit's vacation/absence standard and scheduled absences.

H. Time Sheet Documentation

Copies of the Request and Authorization are attached to the employee's time sheet for the pay period affected by the Alternate Work Schedule.

I. Appeals of Alternate Hours Denials

Appeals of denials of Alternate Work Hours by Line Supervisors are to be filed in writing to the worker's Administrative Supervisor.

**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.
  - a. Prior to any formal grievance being filed, the grievant, and his/her steward may attempt to resolve a grievance in the informal manner specified below:

- (1) The grievant and/or his/her steward may notify the grievant's immediate supervisor that a potential grievance exists and that an informal fact-finding meeting is desired to discuss the issue. The grievant's immediate supervisor shall then schedule a meeting within three (3) working days to discuss the issue. Both the grievant and his/her steward may attend such a meeting with no loss of pay. If no resolution of the issue is forthcoming from this meeting, a formal grievance can be filed.*
  - (2) This informal grievance resolution mechanism shall in no instance change the specified time limits for filing a grievance unless both the Union and the Board mutually agree in writing to extend the time limits.*
  - (3) Minor discipline in the form of a suspension may be informally discussed (including charges and penalty) with Administrator/ Director and/or Director's Designee within three (3) days of Notice of Disciplinary Action, prior to filing a formal grievance.*
- 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.*
  - 3. The Union may propose that the first step of the grievance procedure be waived provided that said grievance is a non-contractual grievance on a board policy matter. The proposal to waive the first step must be mutually agreed to by the Director of the Agency or his/her designee, and the Union President or his/her designee.*

**B. Definition**

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

- 1. A misrepresentation 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 of Social Services which shall be processed up to and including the Board of Social Services, and shall hereinafter be referred to as a "non-contractual grievance".*

**C. Presentation of a Grievance**

*The Board of Social Services agrees that in the presentation of a grievance (at Steps 1, 2, 3) there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one (1) Union representative, who is an employee at the Board, throughout the grievance procedure. In addition, up to four (4) paid days per calendar year will be granted for appearances before the NJ PERC to present ULPs.*

**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 One**

- a. *The grievant shall institute action under the provisions hereof in writing, signed and delivered to his/her Supervisor within fifteen (15) working days after the grievant would reasonably be expected to know of its occurrence. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance. The grievant may be represented by an employee who is the Shop Steward or Local Union officer.*
- b. *The Supervisor shall render a decision in writing fifteen (15) working days after receipt of the grievance.*

**Step Two**

- a. *In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his/her complaint with the Director of the Ocean County Board of Social Services within fifteen (15) working days following the determination at Step One. The grievant may be represented by an employee who is the Shop Steward or Local Union officer.*
- b. *The Director of the Ocean County Board of Social Services, or his/her designee, shall render his/her decision within fifteen (15) working days after the receipt of the complaint. The decision of the Director or his/her designee shall be the final Agency determination for the Board.*

- c. *While disciplinary grievances cannot be pursued to binding arbitration, the Union may pursue disciplinary grievances to advisory arbitration. The Union shall be considered to have "pursued" a grievance to arbitration on the day the Union contacts the Public Employment Relations Commission (PERC) to assign an arbitrator and schedule an arbitration hearing. The contact with PERC may be oral or written. If there is a question as to the date of the contact, both parties may verify and confirm the date of contact with PERC.*
- d. *The grievant may be represented by the Local Union Officer or the International Union Representative, or both. A minority organization shall not present or process grievances.*

### Step Three

- a. *Any unresolved contractual grievance (as defined in §B-1 definitions above except matters involving appointment, promotion, or assignment or matters within the exclusive province of the Civil Service Commission (Formerly the Department of Personnel)), may be appealed to arbitration only by the Union. The Union must file the request for arbitration within thirty (30) calendar days after the receipt of the Director's decision.*
- b. *Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the Civil Service Commission. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.*
- c. *Where the grievance involves an alleged violation of individual rights specified in the Civil Service Commission regulations for which a specific appeal to the Civil Service Commission is available, the individual may present his/her complaint to the Civil Service Commission directly. The grievant may pursue the Civil Service Commission procedure or the grievance procedure as herein provided. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not selected.*



- d. *For those grievances, which may be submitted to arbitration, the Arbitrator shall be assigned by PERC, unless the parties agree to the selection of an Arbitrator beforehand.*
- e. *The decision or award of the Arbitrator shall be final and binding on the Board of Social Services, the Union, and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement, except where arbitration is pursued under Step Two of this article.*
- f. *The Arbitrator may prescribe an appropriate back pay remedy when he/she finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of the Agreement, except that he/she may not make an award which exceeds the Board of Social Services' authority. The Arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.*
- g. *The Arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his/her decision solely to the interpretation and application of this Agreement. He/she shall confine him/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or declaration of opinions which are not essential in reaching the determination.*
- h. *The costs of the services of the Arbitrator shall be borne equally by the Board and the Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.*
- i. *The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost shall be shared equally.*
- j. *Grievance resolutions or decisions at Steps One through Three 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 the prior conduct of the other party.*

#### **ARTICLE IV - DUES DEDUCTION**

- A. *The Board agrees to deduct from the pay of each employee, who furnishes a written authorization for such deduction in a form acceptable to the Board, during each calendar month, the amount of monthly Union dues. Dues shall be calculated on two (2) hours pay per month based on a forty (40) hour work week for each employee, or such other amount as may be certified to the Board by the Union at least thirty (30) days prior to the month in which the deduction of Union dues is to be made. Deduction of Union dues made pursuant hereto shall be remitted by the Board to the Union, c/o Secretary-Treasurer; Communications Workers of America, A.F.L.- C.I.O.; CLC, 501 Third Street NW, Washington, D.C. 20001-2797, by the first working day following each payday. A copy of such a list shall also be delivered to the local Union president.*
- B. *All deductions agreed upon in paragraph A above will be in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (RS.) 52:14-15.9(e), as amended.*
- C. *The Union will indemnify and save harmless the Board of Social Services against any and all claims, demands, suits or other forms of liability action, that shall arise out of or by reason of action taken by the Board of Social Services in reliance upon salary deduction authorization cards submitted by the Union to the Board of Social Services.*

#### **ARTICLE V - AGENCY SHOP**

- A. *The Board agrees to deduct, in accordance with P.L. 1979, Chapter 477, as it relates to the Agency Shop provisions, from the pay of each employee covered by this Agreement, who does not furnish a written authorization for deduction of Union dues, a Representation Fee equal to 85% of the Union dues, as may be certified to the Board by the Union at least thirty (30) days prior to the month in which the deduction of dues is to be made, commencing ninety (90) days after the date of hire of such employee. However, in the event of rehire, such Representation Fee shall commence immediately upon rehire.*

- B. *The Union will indemnify and save harmless the Board against any and all claims, demands, suits or other forms of liability action that shall arise out of the deductions of paragraph A above.*
- C. *When an employee who is paying either the union dues or representation fee, is assigned to work in a position which is not recognized as being a part of the CWA Bargaining Unit on an interim or temporary appointment basis, such employee's union dues or representation fee shall cease to be paid to the bargaining unit after the employee has been working in the interim or temporary assignment for a period in excess of forty-five (45) days.*

*Additionally, when an employee is assigned to work in a position which is recognized as being a part of the CWA Bargaining Unit on an interim or temporary basis, the Board shall have no obligation to deduct either the union dues or representation fee until the employee has worked in the interim or temporarily assigned position for longer than forty-five (45) days.*

*Upon return to a permanent position covered by the recognition clause, the employee's union dues or representation fee will again be paid to the CWA.*

#### **ARTICLE VI - COMPENSATION**

- A. *During the term of this Agreement, employees of the Board shall be compensated as follows:*

*Any employee who reaches the top step of the guide will be removed from the step guide. Once an employee is off guide, they will not be returned to the guide except as provided for in Article XV, paragraph (G). Step guides will be eliminated for any employee hired after December 31, 2011.*

1. **Effective January 1, 2018**

*2.50% increase for employees who are off guide;*

*Employees who are on the salary guide (Schedule A) effective January 1, 2018 shall receive increments on their anniversary dates only and shall not receive 2.50% increase in January.*

2. Effective January 1, 2019

*2.50% increase for employees who are off guide;*

*Employees who are on the salary guide (Schedule A) effective January 1, 2019 shall receive increments on their anniversary dates only and shall not receive 2.50% increase in January.*

3. Effective January 1, 2020

*2.50% increase for employees who are off guide;*

*Employees who are on the salary guide (Schedule A) effective January 1, 2020 shall receive increments on their anniversary dates only and shall not receive 2.50% increase in January.*

*Pay increases and upgrades are retroactive to January 1, 2018. Step guide will remain the same. Any employee who is not on the salary guide who receives a promotion to another job title covered by this agreement will receive an increase of 6%, \$2,500 or the minimum salary, whichever is greater. Employees who are on the guide when promoted will receive an increase in accordance with current Board policy.*

- B. The terms of compensation set forth in paragraph A of this Article shall apply to all employees of the Board including those on leave, but excluding those who may have left the employ of the Board between the effective date of this Agreement and the date the Agreement is implemented.*
- C. If the Civil Service Commission merges any titles, the highest ranges will be adopted as the range for the new merged series. Employees' salaries cannot be reduced by such title change.*
- D. Effective January 1, 2017, the range for the title of Clerk 2 shall change from Range 9 to Range 10 as set forth on the chart of Titles and Ranges, Appendix I to this Agreement. This range change shall not be retroactive and the increase in compensation for employees in the Clerk 2 title shall be payable commencing on January 1, 2017 and be applied prospectively only.*

## **ARTICLE VII - EDUCATION**

- A. *The Article VII shall be implemented in conjunction with the terms of the Educational Leave Policy of the Ocean County Board of Social Services, which shall in all terms be consistent as enumerated below:*
- B. *The Board agrees to pay for any course that an employee is required to take by the Board or the Director during the employee's course of employment with the Board.*
- C. *In addition to payment for the courses referenced in Paragraph B, above, for the contract years 2019 and 2020, the Board agrees to reserve \$10,000.00 per contract year for the purpose of reimbursing pre-approved education expenses such as tuition, fees, books, and materials incurred by members of the bargaining unit. Employee reimbursement for these expenses is limited to up to \$500.00 per employee per contract year.*
- D. *Employees may seek reimbursement for education expenses related to courses that are directly related to the work the employee is performing for the Board on a daily basis, as an employee of the Board, or which enhances an employee's opportunity for promotional title within this Agency. Requests for this reimbursement will be considered and if acceptable, will be approved on a "first come, first served" basis. In the event that funds have been allocated to the point that all requests cannot be honored, seniority will rule for those requests that are simultaneously received last.*
- E. *Reimbursement for all courses of this nature must first be approved by the Director or the Director's designee. The Director will evaluate each request based upon whether the course work is work-related and whether the course will contribute to the employee's work or promotional opportunities at the Board in some measurable way.*
- F. *Any employee seeking pre-approval for reimbursement under Article VII must submit a completed Reimbursement Request Form to the Director's Office prior to taking the course. In order to receive the education expense reimbursement, the employee must submit proof of actual payment of the educational expenses paid to the institution and must submit a copy of the official transcript indicating that the employee has maintained at least a C+ or 2.5 average in the course, if it is an undergraduate course, or a B or 3.0 average if the course is a graduate course.*

*If performance in a course is not graded, the employee must submit official proof of passing the course and/or a certificate of satisfactory completion, continuing education credit approval or other proof of satisfactory completion of the course for which education expenses reimbursement is sought. All proofs of satisfactory completion and payment to the institution must be submitted to the Director's Office within 10 days of receipt of grades or completion of the course by the employee. If an employee's grades, certificate or other proof of satisfactory completion of the course will not be available by December 15 of the contract year, the employee shall submit proof of payment and shall complete documents as required by the Director or the Director's designee to insure the amount requested is obligated against the education expenses reserve allocated for that contract year. In this instance, payment to the employee will be made contingent upon the Director's receipt of all proofs no later than January 15<sup>th</sup> of the following year. The Director shall inform the employee of his/her decision for reimbursement within thirty (30) days. An employee may request an adjustment of working hours to attend classes held during normal working hours. Such requests will be considered in accordance with Board policies and procedures as prescribed in the OCBSS Personnel Handbook.*

- G. Qualified social workers, graduate nurses, Human Services Specialist 1s, Human Services Specialist 2s, Human Services Specialist 3s, investigators and clerical employees may request two (2) paid professional days per year to attend training for any licenses and/or certificates which may be needed to maintain employment with the Agency. This time may also be requested to attend a conference, seminar, training session related to an employee's work in the Agency, or which might enhance a promotional opportunity at the Agency. This time may also be requested for the Civil Service Commission testing related to an employee's work certification in their current title or for a promotional title in the employee's current series. Requests shall be made on forms provided by the Agency. Approval may be granted by the Director or the Director's designee for the time requested. In lieu of reimbursement for CEU's, the Board agrees to reimburse Social Workers and Graduate Nurses to maintain their NJ licenses or NJ Certifications. The Board will*

reimburse Social Workers and Graduate Nurses \$200 at the time of license renewal. This will be done by submitting a voucher along with a copy of the renewed license.

- H. The Board will endeavor to budget funds for continuing education but after the expiration of this contract on December 31, 2020, the availability and amount of funds is at the sole discretion of the Board.

#### **ARTICLE VIII - TRANSPORTATION AND REIMBURSEMENT**

- A. The mileage reimbursement for employees authorized and required to operate their own vehicles shall be whatever the current Federal IRS rate for business use of a vehicle is as published by the U.S. Government.
- B. Any employee who is not requested to operate his/her vehicle on authorized Board business, but uses his/her own vehicle to attend training seminars or courses, authorized by the Board, shall be eligible for mileage reimbursement.

#### **ARTICLE IX - BEREAVEMENT LEAVE**

- A. Upon the death of a member of the immediate family, three (3) days bereavement leave with pay shall be allowed for each incident upon approval of the employee's immediate supervisor.
- B. Immediate family shall be defined as: spouse or person living in a spousal relationship, domestic partner who holds and provides a New Jersey Domestic Partners Certificate to the Board, child, parent, brother, sister, foster-parent, foster-child, foster-sibling, step-parent, step-child, step-sibling, grandparent, grandchild, step-grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, employee's aunt, employee's uncle, niece, nephew and other relatives or individuals living in the employee's home. Such leaves shall not be cumulative from year to year.
- C. The time during which bereavement leave will be taken shall be at the discretion of the employee, however, such time must be utilized within 25 days of the date of death. The employer may consider an extension beyond the 25 day period for exceptional circumstances.

- D. The employee shall provide the name of the deceased, his/her relationship to the employee and the date of death to the immediate supervisor at the time of the request.*
- E. Approval for such leave shall not be withheld pending any verification. All bereavement leave shall be granted with the understanding that it may be subject to further verification once the employee returns to work.*
- F. The Director and/or Director's Designee retains the right to request additional information from the employee if misuse of bereavement leave is reasonably suspected.*
- G. All requests for bereavement leave shall be submitted to the employee's immediate supervisor, who has the authority to grant or deny the request, consistent with the terms of this Article. Any disputes regarding a request for bereavement leave shall be submitted to the Director and/or Director's Designee.*



## **ARTICLE X - PERSONAL LEAVE**

- A. *Each employee may request up to four (4) personal days per calendar year. The personal days must be utilized for personal business that cannot be conducted during hours when the Agency is not in operation.*
- B. *All requests for personal days shall be submitted to the employee's Administrative Supervisor no later than two (2) workdays prior to the date of the leave requested. A response shall be given to the employee's request as soon as possible but not later than two (2) workdays after the date of the leave request. The Administrative Supervisor may waive the two (2) workday notice provision in an emergent situation. Personal Leave requests shall be submitted to the Administrative Supervisor on appropriate Agency forms. Prior written authorization is required from the Administrative Supervisor before leave can commence.*
- C. *Annual personal leave shall be non-cumulative. In all instances, the approval of the Administrative Supervisor must be received before the leave is commenced. Requests for personal leave must be submitted in accordance with and in compliance with the Ocean County Board of Social Services' Personnel Handbook.*
- D. *No more than ten percent (10%) of the personnel within a given department shall be permitted to take personal leave at the same time.*
- E. *Personal days will be prorated for employees in their first year of service according to time earned, at one-third (1/3) day per month or major fraction thereof. Rehired employees shall earn personal days as new employees. In their first year of employment, employees hired in December may use two and a half (2 ½) hours personal leave earned after December 15<sup>th</sup> or may request to convert that time to vacation leave which then must be used in the first quarter of the following year. If an employee who opts to convert personal leave to vacation leave does not use it in the first quarter, the employee shall forfeit this time.*
- F. *Personal days will be prorated for employees according to time earned, at one-third (1/3) day per month. If an employee leaves the employ of the Board for any reason before the end of the calendar year after having taken any personal leave for the year, he/she shall be charged with the unearned part of his/her personal leave which will be deducted from his/her final paycheck. For purposes of charging an*

*employee with the unearned part of his/her personal leave, an employee shall be considered to have earned the yearly allowance of four (4) personal days after the completion of nine (9) full months of service in the year the employee leaves the employ of the Board.*

*G. Employees may request personal time in hourly, or greater, increments.*

#### **ARTICLE XI - SICK LEAVE**

- A. All employees shall be credited with sick leave on the following basis: One (1) day per month or major fraction thereof during the first calendar year of his/her employment and fifteen (15) working days in every calendar year thereafter, which shall be credited to the employee as of the first of January of each year, to be accrued at the rate of one and one-quarter (1 1/4) sick days per month.*
- B. The administration of sick days shall be in conformance with applicable Civil Service Commission regulations.*
- C. Any amount of sick leave allowances not used in any calendar year shall accumulate from year to year.*
- D. Upon proof of retirement under P.E.R.S., the employee shall receive remuneration of one-half of his/her accumulated sick leave, up to a maximum of \$15,000.00. Employees hired after the date of ratification by the Board (June 23, 2015) shall receive remuneration of one-half of his/her accumulated sick leave, up to a maximum of \$12,000.00. In order to be eligible for this benefit, all employees under the age of sixty (60) must have at least 1) twenty-five (25) years' service credit with P.E.R.S.; and 2) must submit to the Director a written notice of retirement, no less than fourteen (14) calendar days and wherever possible, within thirty (30) calendar days, prior to the employee's anticipated retirement date; and, 3) must resign in good standing. Any unreimbursed overdrawn leave shall be deducted from the sick leave remuneration due to an eligible employee upon a qualifying retirement.*
- E. For any break in service, up to a maximum of one (1) year, the employee, upon return to the Board, shall have deducted from his/her entitlement of sick leave credit, a pro-rated number of sick days for the months of the break of service. The*

- provision shall only apply to employees who terminate their employment in good standing and return to work with the Board within one (1) year of the termination date.*
- F. For any break in service, in excess of one (1) year, the employee shall not be entitled to any credit for sick days previously accumulated.*
  - G. Employees who do not utilize any sick leave, or leave without pay, within a calendar quarter shall be entitled to a payment of thirty dollars (\$30.00) for that quarter, payable in the first pay period following that quarter. Employees who do not use any sick leave within a calendar year shall be entitled to an additional payment of thirty dollars (\$30.00) per year. This payment shall be made the first pay period of the year following the "perfect attendance."*
  - H. If an employee, for any reason, has utilized more sick time than he/she has earned at the time of resignation or termination, or retirement, the Board shall make the necessary adjustment in the employee's last paycheck to recoup pay for this time.*
  - I. Any employee who was laid off and subsequently rehired from a Civil Service Commission Special Reemployment List shall receive full credit for all sick leave accumulated at the time of the layoff.*
  - J. In accordance with past practice, if an employee, for any reason, has utilized more sick time than he/she has earned at each year end December 31<sup>st</sup>, the employer shall make the necessary adjustment by first assessing any unused vacation time or personal time of the employee, day for day to address the overage, and second by assessing the employee's salary for the next pay period. Additionally, where the overage is in excess of \$50.00, the employer will extend the repayment over a maximum of 6 pay periods, with a minimum reimbursement of \$50.00 per pay period unless required by law to collect in full.*

## **ARTICLE XII - VACATION LEAVE**

- A. *Every employee shall be granted the following annual leave for vacation purposes with pay: One (1) working day for each full month of service or major fraction thereof during the first calendar year; After one (1) year of service through five (5) years of service, twelve (12) working days per year; After five (5) years of service through twelve (12) years of service, fifteen (15) working days per year; After twelve (12) years of service through twenty (20) years of service, twenty (20) working days per year; After twenty (20) years of service, twenty-five (25) working days per year.*
- B. *New employees shall only receive (1) working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin work on the 9th through the 23rd of the month. The request for the use of the individual days should be in writing and a response from the supervisor should be in writing.*
- C. *All vacations must be scheduled by April 1st with the exception of five (5) days that may be used on an individual basis as long as prior permission is received from the employee's unit supervisor. The request for the use of the individual days should be in writing and a response from the supervisor should be in writing.*
- D. *For any break in service, up to maximum of one (1) year, the employee, upon return to the Board, shall have deducted from his/her entitlement of vacation credit the months of break in service. This provision shall only apply to employees who terminate their employment in good standing and return to work with the Board within one (1) year of the termination date.*
- E. *For any break in service, in excess of one (1) year, the employee shall not be entitled to any credit for vacation previously accumulated. Any break in service in excess of one (1) year shall terminate any claim for prior service credit when re-employed. Any such employee shall start as a new employee.*
- F. *An increase in vacation leave shall be granted at the beginning of the calendar year in which the years of service requirement will be met.*
- G. *If an employee, for any reason, has utilized more vacation time than he/she has earned at the time of resignation or termination, the Board shall make the necessary adjustment in the employee's last paycheck to recoup pay for this time.*

- H. *An employee may carry over up to five (5) vacation days per year into the calendar year following the year in which the time was earned. All time carried over must be scheduled first and used within the year carried into. These days must be scheduled in accordance with the existing vacation coordination policy.*
- I. *Vacation time may be utilized in hourly, or greater, increments. Emergency vacation time can continue to be utilized in increments of 15 minutes in accordance with existing policy.*

### **ARTICLE XIII – INSURANCE**

- A. *The Board shall provide medical coverage to all employees covered by this agreement together with their eligible dependents through the New Jersey State Health Benefits Program. The parties recognize that the State Health Benefits Program is subject to changes enacted by the State of New Jersey that may either increase or decrease benefits. The Board reserves the right during the term of this Agreement to change insurance carrier as long as such change does not result in a reduction in benefits.*
- B. *The Board agrees to continue to provide through State Health Benefits plan a prescription drug plan for all employees and eligible dependents. The Board reserves the right during the term of this Agreement to change insurance carrier as long as such change does not result in a reduction in benefits.*
- C. *The Board will maintain the current dental plan now in effect for all employees and eligible dependents. The Board's dental plan shall be Blue Cross/Blue Shield Dental Option Plan, administered through Direct Dental Network. The Board reserves the right during the term of this Agreement to change insurance carrier so long as such change does not result in a reduction in benefits.*
- D. *Paid Health and hospitalization with prescription coverage shall be provided to employees who are on an approved PERS retirement and who have a minimum of \*twenty-five (25) years credited with PERS or to employees who were hired before 12/31/11 who retire on an approved PERS retirement who are age sixty-two (62) or over and have been employed by the Board for a minimum of fifteen (15) years, or to employees on an approved PERS disability retirement. For employees hired after 1/1/09, at least 15 of those 25 years shall be with the Board. Such employees and eligible dependents, for the employee's lifetime, shall be entitled to receive*

*paid hospitalization/major medical or HMO coverage. The Board's health and hospitalization plan shall be the New Jersey State Health Benefits Program. Prescription coverage for the retiree and any eligible dependents will be at the level provided by the State Health Benefits plan, for the lifetime of that employee. The Board reserves the right during the term of this agreement to change insurance carrier as long as such change does not result in a termination or reduction of benefits. The employee dental benefits plan shall be Blue Cross/Blue Shield Dental Option Plan administered through Direct Dental Network. Retirees may purchase coverage for dental under COBRA for the period provided by COBRA Regulations.*

- E. Employees who are not entitled to health care in accordance with the above provisions shall have the right to remain in the New Jersey State Health Benefits program at their own expense, provided they meet all SHBP requirements including the timely application for benefits.*
- F. Any and all disputes relative to participation in and/or coverage under the New Jersey State Health Benefits Programs or Direct Dental Network shall not be subject to grievance and/or arbitration under this Agreement.*
- G. Members shall continue to contribute to the cost of insurance benefits as provided under the prior collective bargaining agreement and current legislation, and this amount may change based on future legislation passed. The Board has no control over these changes and when said changes are enacted, this Agreement will be changed to reflect the change. The Board is subject to these changes and will not be responsible for any resulting impacts. Additionally, these changes are not subject to grievance. This provision does not preclude the CWA, an individual, or the Board from filing challenges against the State Health Benefits Plan (SHBP). The Board will provide notification of any changes to members.*
- H. For any employee hired after December 31, 2011, the Board will no longer reimburse retirees Medicare Part B premiums. In circumstances where a retiree's spouse is eligible for reimbursement, the employer's obligation to reimburse shall be secondary to any other source of reimbursement available to the retiree or the retiree's spouse. To receive the benefit, the retiree's spouse must provide proof that no other source of reimbursement is available. Acceptable proof would be*

*either a letter from the spouse's employer that the benefit is not available or the signing of an affidavit that no other source of reimbursement is available for the Medicare Part B reimbursement and that the spouse will notify OCBSS in the future if such benefit becomes available.*

- I. The Board will provide additional benefits to domestic partners who hold and provide a New Jersey Certificate to the Board, if and when such benefits are made available to the County of Ocean to their employees.*
- J. Flex spending accounts may be created at the Board's discretion.*
- K. Aetna Freedom 10 and Horizon NJ Direct 10 will no longer be offered or available to new employees hired after June 23, 2015. Effective January 1, 2019, Aetna Freedom 10 and Horizon NJ Direct 10 will no longer be available for employees who are not already enrolled in these plans. Employees who dis-enroll or who separate from service cannot re-enroll in these plans. Eligible employees who wish to obtain coverage under the Aetna Freedom 10 and Horizon NJ Direct 10 plans must complete enrollment by December 31, 2018.*

#### **ARTICLE XIV – SENIORITY**

- A. Seniority, which is defined as continuous, unbroken service with the Board, will be given consideration by the Board, with respect to promotions; however, service will be considered unbroken, for the purpose of this clause, if an employee who has served continuously with the Board for at least one (1) year should resign his/her position and be rehired by said Board within seven (7) days of the said resignation, subject to the Civil Service Commission regulations.*
- B. If an employee resigns, he/she shall retain his/her seniority credit accrued up to the initial date of the service break, if the employee is rehired by the Board within one (1) year from the break in service. For any break in service in excess of one (1) year, the employee shall not be entitled to retain prior seniority credit.*
- C. If an employee is separated from service due to a layoff and then rehired from the Special Reemployment List, the employee's time accrued toward his/her next anniversary date at time of layoff will be applied towards the employee's new anniversary date at time of rehire from said list.*

## **ARTICLE XV - JOB POSTINGS AND PROMOTIONS**

- A. *A job opening or vacancy shall be posted on an appropriate bulletin board for a period of seven (7) working days.*
- B. *The Board will endeavor to fill permanent full-time and permanent part-time job openings by promoting employees, from the next lower rated job title, who possess the requirements enunciated by the Civil Service Commission and who are subsequently certified by the Department of Personnel.*
- C. *The Board will endeavor to fill a temporary vacancy by offering permanent employees who possess the requirements enunciated by the Civil Service Commission the opportunity to work out of title.*
- D. *If in the sole opinion of the Welfare Director there are two (2) or more employees with equal qualifications and abilities to perform the work, the employee with the greatest seniority will be given preference provided that the decision of the Director is not subject to the grievance procedure.*
- E. *All promotions and promotional policies are subject to Rules and Regulations of the Civil Service Commission.*
- F. *The Agency will accept all applications submitted for Job Postings and Promotions without prejudice.*
- G. *Any employee being promoted shall not lose their prior place on the step guide if they either fail to pass their three (3) month working test period or decide to step down during the working test, so long as the step guide remains in effect.*

## **ARTICLE XVI - UNION LEAVE**

*Effective January 1, 2015, the Union will be granted one-hundred ten (110) days leave per year, forty-five (45) days to be paid by the Board, to participate in lawful union activities. The Union shall request these days from the Director no less than two (2) full work days in advance of the time requested. Such requests will not be unreasonably denied. In emergent situations, the Director shall consider exceptions to the two (2) work day notice.*



## **ARTICLE XVII - 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 Director or in the Directors absence, the Director's Designee 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 the employees. There shall be no union business transacted or meetings held on Board of Social Services time or property, except as indicated in paragraph E below.*
- B. *The Union shall furnish the Board with the name of the steward for each work site by January 1st of each year. The Union shall notify the Board of any change in steward(s) during the calendar year, no less than one (1) week prior to the change taking effect. The stewards shall represent the Union in the settlement of grievances with the Board.*
- C. *Grievances may be filed with the appropriate shop steward during working hours, provided that all members of the bargaining unit observe all of the work rules of the Agency and provided that the pendency of any grievance in no way interrupts the work, activities, programs or mission of the Agency.*
- D. *The Board will agree to allow a union representative to have a maximum of thirty (30) minutes at the end of a new employee's orientation program. However, any employee attending such a program who does not wish to remain has the right to leave and this will be announced prior to the opening of the Union's program.*
- E. *The Union will be allowed to hold Executive Board sessions, but not during working hours, in the employer's facility in a room designated by the Director at his/her discretion when appropriate and necessary, provided that the Union requests such room availability at least seventy-two (72) hours before a meeting of the Union is to take place. The Union may distribute material at a designated table in the cafeteria during lunch and breaks subject to availability provided that the Union requests cafeteria availability at least 72 hours prior to the union activity.*
- F. *Union Representatives shall not be entitled to overtime or compensatory time for any period of time during which a union representative is representing an employee under this Article.*

## **ARTICLE XVIII - MANAGEMENT RIGHTS**

- A. *The Board hereby retains and reserves unto itself, with-out limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it 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, except as may be specifically modified by this Agreement:*
1. *To the Executive Management and Administration, control of the Board of Social Services and its properties and facilities and the activities of its employees.*
  2. *To hire all employees and subject them to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.*
  3. *To suspend, demote, discharge or take other disciplinary action for good and just cause according to law and subject to the grievance procedure.*
  4. *The Board shall make all determinations without challenge, as to the methods, means and operational procedures to effect the full mission of the Agency.*
  5. *The Board reserves the right to relieve from work, any employee at any time, for legitimate reasons.*
- B. *The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection with shall be limited to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.*
- C. *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 A or any other National, State, County or Local Laws or Ordinances.*
- D. *No management right, reserved to the discretion of the Board by the terms of this Agreement, shall be made the subject of a grievance.*

## **ARTICLE XIX - DISCIPLINE**

***A. Disciplinary action shall only be taken for just cause in accordance with Civil Service Commission regulations and applicable law. Except in significant cases, including but not limited to intentional or criminal misconduct, insubordination or gross negligence, discipline is to be corrective in nature. Both parties recognize that progressive discipline is one of many factors to be considered in cases of employee misconduct. Both parties also recognize that determining the corrective action for an employee's misconduct involves the assessment and weighing of several factors including: the circumstances and seriousness of the infraction(s); the impact of the misconduct upon the health, safety and welfare of Agency clients, employees and visitors; the impact of the misconduct upon the reputation, operations and efficiency of the agency; and the employee's prior disciplinary record.***

***Discipline includes written reprimands, suspensions, and demotions up to and including terminations.***

- 1. Minor discipline consists of an official written reprimand and suspensions of five days or less.***
- 2. Major discipline shall consist of suspensions of six or more days, up to and including demotions and terminations. Appeals of major discipline shall be made as provided according to Article III, Grievance Procedures. Reciprocal discovery to be provided by the parties, including witness lists, at least five business days prior to the departmental hearing or Civil Service hearing.***
- 3. An employee may be suspended with or without pay and prior to a hearing where it is determined an employee is unfit for duty or is a hazard to any person or property if permitted to remain on the job, presents a security risk, or otherwise pursuant to Civil Service regulations or law.***
- 4. Where a suspension is immediate or without pay, the employee shall be entitled to notice under Loudermill and Civil Service regulations.***

5. *An employee will not be served with a disciplinary notice more than (1) one year after the date on which the person filing the charges had a complete package of information available to file the matter upon which the notice is based, except for acts which constitute a crime or disorderly person offense.*

#### **ARTICLE XX - WORK OUT OF CLASSIFICATION**

*There will be no work out of title without advance notice by memo by the Director or his/her designee which shall contain the specific date(s) out of title work is to be performed. Payment for out of title work shall be made for the date(s) specified at the higher salary.*

#### **ARTICLE XXI - WORK CONTINUITY**

- 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 any employee from his/her 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. *The Union, during the life of this Agreement, 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 Board.*
- C. *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.*

## **ARTICLE XXII - HOLIDAYS**

- A. *Holidays as referred to in this section include legal holidays as fixed by statutes, those being:*

*New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday (eliminated effective 1/1/2019)  
Presidents Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
General Election Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day*

- B. *Whenever any holiday listed above falls on a Sunday, the following day is also a holiday. Additional holidays shall be as established from time to time by gubernatorial proclamations; additional days which may be established by appropriate authority by rule, proclamation or order in a given locality as holidays for public employees in that locality.*
- C. *If any of the above holidays fall on a Saturday, the holiday shall be celebrated on the preceding Friday, except when legally designated to be celebrated on another day.*
- D. *In order to receive compensation for a holiday, an employee must be in pay status for the full workday (8 hours) before the holiday and the full workday (8 hours) after the holiday. Lateness and/or union leave, paid or unpaid before and/or after a holiday shall not disqualify an employee from receiving the holiday compensation. If an employee is not expressly suspended on a holiday, he/she shall be paid for the holiday if he/she is suspended without pay the day before and/or the day after the holiday.*

**ARTICLE XXIII - LONGEVITY PAY**

A. Longevity pay, as set forth in the schedule below, shall be added to the annual base salary of all eligible covered employees effective on the first payroll period that occurs after their anniversary date of employment in their seventh (7th), twelfth (12th) seventeenth (17th) twenty-second (22nd), twenty-seventh (27th), and thirty-second (32nd) year of employment:

<u>Years of Service</u>	<u>Percentage of Annual Base Salary as Longevity Pay</u>
7-11	3.0%
12-16	4.6%
17-21	5.7%
22-26	6.5%
27-31	7.3%
32-+	8.0%

- B. For any break in service, up to a maximum of one (1) year, the employee, upon return to the Board, shall have deducted from his/her entitlement for longevity credit the months of break in service or a major fraction thereof in determining the effective date for longevity purposes.
- C. For any break in service, in excess of one (1) year, the employee shall not be entitled to any credit for longevity purposes.
- D. No credit shall be given for any temporary employment with the Board.
- E. The parties agree that the longevity pay benefit is to be eliminated for all employees hired after the date of Memorandum of Understanding between the parties, April 20, 1998.
- F. All individuals laid off from the Agency and rehired from a Special Reemployment Certification who were initially employed by the Agency prior to April 20, 1998 shall be considered as eligible for longevity with credit given for time accumulated prior to the layoff.

#### **ARTICLE XXIV - FINANCIAL RESTRICTIONS**

*The parties agree that the payment of any fringe benefit, except for salaries, hospitalization, prescription, dental, sick leave, bereavement leave, personal days and vacation will be paid only if sufficient funding is available, at the discretion of the Director, upon approval of the Ocean County Board of Social Services. The Director agrees to notify the Union as soon as the Agency becomes aware, but not less than ninety (90) calendar days in advance of any decision the Director may make to withhold payment of a fringe benefit on the basis that insufficient funding is available.*

#### **ARTICLE XXV - HEALTH AND SAFETY COMMITTEE**

*There shall be a Health and Safety Committee composed of the following persons:*

- 1. Director or his/her designee;*
- 2. Union President or his/her designee;*
- 3. Appointee of the Union President.*

*The designee of the Board Chairperson shall chair the Health and Safety Committee. This Committee shall meet quarterly, the meetings to start at 4:00 p.m. and to last approximately one (1) hour. This Committee shall be advisory in nature and may make recommendations on health and safety issues to the Board for its consideration.*

*During the time period between meetings, health and safety issues of an emergent nature will be brought to the Director's or Director's Designee's immediate attention for resolution.*

## **ARTICLE XXVI – TRANSFERS**

*Employees shall be given ten (10) working days' notice of the Board's intent to transfer (except transfers at the end of the working test period) them to another position, except in an emergent situation. If an employee requested a transfer and/or has agreed to the transfer, the ten (10) working days' notice may be waived. An employee who is transferred shall have the right to discuss the reasons therefore with his/her Supervisor or Assistant Administrative Supervisor and/or Administrative Supervisor. Except in unusual circumstances, such discussion shall take place prior to the effective date.*

## **ARTICLE XXVII - PERSONNEL FILES**

- A. Warning memoranda and/or corrective memoranda shall be removed at an employee's written request, any time after two (2) years from the warning memoranda and/or corrective memoranda, provided that the employee has received no additional warning memoranda and/or corrective memoranda.*
- B. Reprimands will be removed, at an employee's written request, after three (3) years from the date of the reprimand provided the employee has received no other disciplinary action. The Director has ten (10) work days to remove the documents from the date of receipt of the written request and confirm in writing to the employee that the documents were removed.*
- C. Employees shall have the right to review their personnel files upon appropriate and timely request to the Director. Employees shall review personnel files on the employee's time.*

## **ARTICLE XXVIII - SEVERABILITY AND SAVINGS**

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



### **ARTICLE XXIX - FULLY-BARGAINED PROVISION**

*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 XXX - FAMILY & MEDICAL LEAVE**

*Employees shall be entitled to Family and Medical Leave, consistent with all applicable State and Federal Laws.*

### **ARTICLE XXXI - DONATED LEAVE PROGRAM**

- A. Employees suffering from a catastrophic health condition shall be entitled to participate in a Donated Leave Program, pursuant to the Donated Leave Policy and procedures set forth in the Board's Personnel Handbook.*
- B. Individuals who are leaving the employ of the Board may elect to donate all or any part of their Sick, Vacation, and Personal time to any individual (s) who are eligible to receive Donated Leave.*
- C. Employees may receive up to one hundred and eighty (180) days of donated leave, and may apply for a sixty (60) day extension, at the discretion of the Board.*

### **ARTICLE XXXII - WORKERS RIGHTS**

*All employees shall be treated with respect and dignity and shall be free from discrimination.*


**ARTICLE XXXIII - DURATION**


The parties agree that this contract shall be in full force and effect retroactive to the first day of January 1, 2018 and shall remain in full force and effect until the thirty-first (31<sup>st</sup>) day of December 2020.

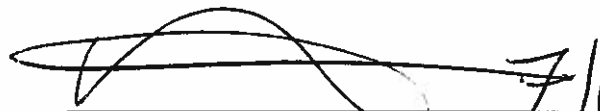
OCEAN COUNTY BOARD OF  
SOCIAL SERVICES

COMMUNICATIONS WORKERS OF  
AMERICA

  
\_\_\_\_\_  
Ronald S. Dancer                      Date  
Chairperson                      7-20-18

  
\_\_\_\_\_  
Franceline Ehret                      Date  
Staff Representative                      7/6/18

  
\_\_\_\_\_  
E. David Millard, Esq.                      Date  
Of Counsel to  
Citta, Holzapfel and Zabarsky  
Attorney for the Ocean County  
Board of Social Services

  
\_\_\_\_\_  
Mary Tarditi                      Date  
President                      7/19/18  
CWA Local 1088

**APPENDIX I  
TITLES AND RANGES**

Title	Range effective 01/01/2018
Account Clerk	7
Clerk 1	6
Clerk 1, Bilingual (Spanish/English)	7
Clerk 2 upgrade Clerk II title to Range 10 effective 01/01/2017	10
Clerk 2, Bilingual (Spanish/English)	11
Clerk 3	13
Clerk 3/Senior Purchasing Assistant	13
Clerk Driver	8
Clerk Stenographer 1	8
Clerk Stenographer 2	10
Clerk Transcriber	8
Data Entry Machine Operator	8
Graduate Nurse	19
Health Aide	9
Health Aide, Bilingual (Spanish/English)	10
Income Maintenance Aide	6
Human Services Specialist 1	14
Human Services Specialist 1, Bilingual (Spanish/English)	15
Human Services Specialist 2	17
Human Services Specialist 2, Bilingual (Spanish/English)	18
Human Services Specialist 3	19
Human Services Specialist 3, Bilingual (Spanish/English)	20
Investigator, CWA	19
Investigator, CWA, Bilingual (Spanish/English)	20
Keyboarding Clerk 1	7
Keyboarding Clerk 2	11
Keyboarding Clerk 3	14
Mail Clerk	6
Messenger	8
Principal Account Clerk	14
Principal Data Entry Machine Operator	15
Principal Purchasing Assistant	14
Receptionist	7
Receptionist, Bilingual (Spanish/English)	8
Receptionist/Telephone Operator, Bilingual (Spanish/English)	9
Recreation Aide	15
Recreation Program Specialist	15
Senior Account Clerk	10

**APPENDIX I  
TITLES AND RANGES (CONT'D)**

Title	Range effective 01/01/2018
<i>Senior Investigator, CWA</i>	22
<i>Senior Messenger</i>	10
<i>Senior Purchasing Assistant</i>	9
<i>Senior Receptionist</i>	10
<i>Senior Receptionist, Bilingual (Spanish/English)</i>	11
<i>Senior Stock Clerk</i>	10
<i>Senior Telephone Operator</i>	10
<i>Senior Training Technician</i>	21
<i>Social Service Aide</i>	7
<i>Social Service Aide, Bilingual (Spanish/English)</i>	8
<i>Social Service Technician</i>	12
<i>Social Service Technician, Bilingual (Spanish/English)</i>	13
<i>Social Worker</i>	19
<i>Social Worker, Bilingual (Spanish/English)</i>	20
<i>Social Work Specialist</i>	21
<i>Stock Clerk</i>	7
<i>Telephone Operator</i>	8
<i>Telephone Operator, Bilingual (Spanish/English)</i>	9
<i>Therapeutic Technician</i>	15
<i>Training Technician</i>	20

APPENDIX II

Communications Workers of America (CWA)

SALARY SCHEDULE (A) - EFFECTIVE JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

RANGE	MINIMUM												MAXIMUM
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	
0	\$21,299.29	\$22,336.54	\$23,373.77	\$24,411.02	\$25,448.26	\$26,485.49	\$27,522.73	\$28,600.91	\$29,722.21	\$30,888.34	\$32,101.13	\$33,311.43	
1	\$22,336.54	\$23,429.08	\$24,521.63	\$25,614.19	\$26,706.73	\$27,799.27	\$28,891.81	\$30,024.75	\$31,203.01	\$32,428.38	\$33,702.76	\$34,977.81	
2	\$23,429.08	\$24,572.30	\$25,715.51	\$26,858.70	\$28,001.92	\$29,145.14	\$30,288.35	\$31,477.13	\$32,713.47	\$33,999.27	\$35,336.49	\$36,670.54	
3	\$24,572.30	\$25,770.95	\$27,016.82	\$28,262.68	\$29,508.51	\$30,754.33	\$31,999.14	\$33,244.95	\$34,490.56	\$35,736.17	\$37,081.78	\$38,327.39	
4	\$25,770.95	\$27,029.42	\$28,287.88	\$29,546.35	\$30,804.82	\$32,063.31	\$33,321.75	\$34,631.87	\$35,994.41	\$37,411.45	\$38,885.15	\$40,353.81	
5	\$27,029.42	\$28,352.43	\$29,675.42	\$30,998.42	\$32,321.45	\$33,644.43	\$34,967.43	\$36,343.39	\$37,774.38	\$39,262.61	\$40,810.38	\$42,354.22	
6	\$28,352.43	\$29,744.61	\$31,136.80	\$32,528.96	\$33,921.15	\$35,313.32	\$36,705.51	\$38,150.99	\$39,654.27	\$41,217.72	\$42,843.68	\$44,468.29	
7	\$29,744.61	\$31,205.99	\$32,667.40	\$34,128.81	\$35,590.22	\$37,051.59	\$38,513.00	\$40,030.78	\$41,609.27	\$43,250.91	\$44,958.20	\$46,663.48	
8	\$31,205.99	\$32,741.10	\$34,276.17	\$35,811.27	\$37,346.34	\$38,881.42	\$40,416.50	\$42,010.42	\$43,668.10	\$45,392.07	\$47,185.00	\$48,976.48	
9	\$32,741.10	\$34,349.92	\$35,958.79	\$37,567.63	\$39,176.48	\$40,785.32	\$42,394.17	\$44,067.18	\$45,807.14	\$47,616.68	\$49,498.61	\$51,375.88	
10	\$34,349.92	\$36,037.22	\$37,724.47	\$39,411.75	\$41,099.01	\$42,786.30	\$44,473.57	\$46,229.77	\$48,056.20	\$49,955.72	\$51,931.21	\$53,900.20	
11	\$36,037.22	\$37,807.36	\$39,577.55	\$41,347.70	\$43,117.85	\$44,888.03	\$46,658.18	\$48,501.76	\$50,419.09	\$52,413.12	\$54,486.90	\$56,552.63	
12	\$37,807.36	\$39,665.19	\$41,523.04	\$43,380.86	\$45,238.71	\$47,096.54	\$48,954.40	\$50,889.82	\$52,902.68	\$54,996.04	\$57,173.14	\$59,341.08	
13	\$39,665.19	\$41,619.73	\$43,574.29	\$45,528.83	\$47,483.37	\$49,476.31	\$51,392.43	\$53,425.39	\$55,539.68	\$57,738.52	\$60,025.31	\$62,306.18	
14	\$41,619.73	\$43,671.17	\$45,722.57	\$47,773.98	\$49,825.42	\$51,876.84	\$53,928.29	\$56,062.66	\$58,282.42	\$60,590.98	\$62,991.88	\$65,385.75	
15	\$43,671.17	\$45,823.95	\$47,976.69	\$50,129.47	\$52,282.23	\$54,435.01	\$56,587.78	\$58,828.55	\$61,158.93	\$63,582.56	\$66,103.13	\$68,615.25	
16	\$45,823.95	\$48,087.45	\$50,350.95	\$52,614.49	\$54,878.02	\$57,141.54	\$59,405.06	\$61,758.52	\$64,206.11	\$66,751.63	\$69,398.92	\$72,040.30	
17	\$48,087.45	\$50,466.14	\$52,844.81	\$55,223.48	\$57,602.15	\$59,980.84	\$62,359.53	\$64,831.18	\$67,401.67	\$70,075.00	\$72,855.25	\$75,631.05	
18	\$50,466.14	\$52,960.15	\$55,454.18	\$57,948.18	\$60,442.19	\$62,936.21	\$65,430.23	\$68,024.69	\$70,722.94	\$73,529.10	\$76,447.53	\$79,357.86	
19	\$52,960.15	\$55,578.58	\$58,196.99	\$60,815.39	\$63,433.82	\$66,052.26	\$68,670.69	\$71,394.77	\$74,227.82	\$77,174.19	\$80,238.42	\$83,293.90	
20	\$55,578.58	\$58,330.68	\$61,082.82	\$63,834.91	\$66,587.03	\$69,339.15	\$72,091.26	\$74,952.18	\$77,927.51	\$81,021.88	\$84,240.02	\$87,451.57	
21	\$58,330.68	\$61,221.05	\$64,111.43	\$67,001.80	\$69,892.17	\$73,849.24	\$76,772.93	\$79,767.11	\$81,801.45	\$85,050.76	\$88,430.05	\$91,802.92	
22	\$61,221.05	\$64,254.42	\$67,287.78	\$70,321.13	\$73,354.47	\$76,387.83	\$79,421.18	\$82,575.29	\$85,855.55	\$89,267.05	\$92,814.98	\$96,354.81	

BUREAU OF SOCIAL SERVICES

2018 JUL 20 AM 10:33

DIRECTOR'S OFFICE