

# **AGREEMENT**

**BETWEEN**

**THE GLOUCESTER COUNTY  
BOARD OF CHOSEN FREEHOLDERS**

**AND**

**THE COMMUNICATIONS WORKERS  
OF AMERICA, AFL-CIO**



**Local 1085  
Division of Social Services  
Rank-and-File and Supervisory Units**

**January 1, 2007 – December 31, 2011**

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## PREAMBLE

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

## ARTICLE 1 RECOGNITION

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

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

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

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

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

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

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

(a) Written notice shall be provided to the union at least 10 days before any participant begins work.

(b) The union shall be apprised of the nature of the work to be assigned.

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

## ARTICLE 2 HOURS OF WORK AND OVERTIME

**2.1.** The current hours of work shall continue, except as may be provided otherwise by agreement of the parties. The regular workweek shall consist of 35 hours, from 8:00 AM to 4:00 PM, with one hour for lunch, Monday through Friday. All employees shall be full-time, with the exception of special part-time arrangements of a voluntary nature as may be approved by the Director of Human Resources in consultation with the Union. Notwithstanding the hours of work specified, the Director of Human Resources may allow voluntary flex-time and job-sharing arrangements.

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

**2.3.** The hours of operation for the agency may be varied or extended by the Employer as the need arises. It is further understood that the Employer retains the right to determine staffing levels, including the number of employees and the classifications needed during all hours of operation. In the event of a change in the hours of operation, an agreement will be worked out cooperatively between the Employer and the Union concerning the selection of staff and work schedules to accommodate such change.

**2.4.** The current compressed workweek program will be continued for all employees hired prior to November 1, 2007. Employees hired on or after this date will be permitted to elect a 9/10 compressed workweek option after one year of service, subject to operational requirements as reasonably determined by the Employer.

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

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

**2.7.** Whenever a skeleton crew is necessary to staff the office during an emergency or other partial closing, volunteers will be sought. Compensation for serving as skeleton crew shall consist of compensatory time off on an hour-for-hour basis.

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

(a) Daily latenesses of five minutes or less will not be counted for purposes of discipline or docking of pay, provided the employee makes up the lateness within the same day. If the employee fails to make up the lateness or if the lateness exceeds five minutes, the employee shall be considered tardy and the entire lateness shall be counted for purposes of subsections (b) and (c) below.

(b) Countable latenesses shall be totaled on a month-by-month basis. If an employee's total exceeds 15 minutes in any calendar month, his or her pay will be docked an amount corresponding to the nearest quarter-hour interval.

(c) Employees who exceed 15 minutes of countable latenesses in a calendar month shall also be subject to disciplinary action. The first such occurrence in a 12-month period will result in a written warning, the second will result in a reprimand, and the third will result in a two-hour suspension. Additional occurrences within a 12-month period will result in further progressive discipline.

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

## ARTICLE 3 GRIEVANCE PROCEDURE

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

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

### **3.3. General Provisions.**

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

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

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

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

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

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

### **3.4. Steps.**

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

Step 2. If not resolved at the previous level, the grievance may be submitted within fourteen (14) calendar days after receipt of management's response to the Director of Human Resources, who shall render a decision in writing within fourteen (14) calendar days thereafter. If requested, an informal conference will be provided prior to the decision of the Director or his designee.

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

Step 4. If the Union is not satisfied with the response to the grievance at the preceding step, either by the Freeholder Director or by the full Board, demand for arbitration may be made by the Union to the Public Employment Relations Commission within thirty (30) calendar days thereafter. Unless agreed otherwise by the parties, the arbitrator shall be selected pursuant to the procedures of the Public Employment Relations Commission.

(a) Arbitration shall be limited to grievances based upon the interpretation, application, or violation of an express provision of this Agreement. A disciplinary grievance involving discharge or suspension, fine or demotion equivalent to three (3) days or more may be submitted to binding arbitration except where pre-empted by a statutory right of appeal to the New Jersey Merit System Board. If the grievance involves suspension of less than three days, it may be submitted to advisory arbitration or may be pursued in such other legal forum as may be available; provided, however, that if an employee receives a second suspension of less than three days in the same calendar year, the second suspension will be subject to binding arbitration.

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

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

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

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

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

## ARTICLE 4 DUES DEDUCTIONS AND REPRESENTATION FEES

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

**4.2.** All deductions agreed upon in Section 4.1 above will be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9e, as amended.

**4.3.** For all employees in the bargaining unit who do not pay dues in accordance with Sections 4.1 and 4.2 above, the Employer shall instead deduct a representation fee as certified by the Union, pursuant to Chapter 477, Laws of 1979.

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

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

## ARTICLE 5 SALARY AND LONGEVITY PAYMENTS

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

(a) Effective January 1, 2007, each employee's base salary shall be increased retroactively by 3.3% as reflected in Schedule A of Appendix I.

(b) Effective January 1, 2008, each employee's base salary shall be increased to the appropriate step of the range on Schedule B as follows:

(1) Employees at Step 1 on Schedule A will go to Step 1 on Schedule B, representing an increase of 3.5%.

(2) Employees at Steps 2, 3, and 4 will go to Steps 3, 4, and 5 respectively.

(3) Employees at Steps 5, 6, 7, and 8 will go to Steps 7, 8, 9, and 10 respectively.

(c) Effective January 1, 2009, each employee's base salary shall be increased by 3.5% as reflected in Schedule C.

(d) Effective January 1, 2010, each employee's base salary shall be increased by 3.5% as reflected in Schedule D.

(e) Effective January 1, 2011, each employee's base salary shall be increased by 3.5% as reflected in Schedule E.

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

(a) All increments shall be due and payable effective with the first payroll period following the month during which the anniversary occurs.

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

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

**5.4.** All employees who as of December 1 of each year have completed at least nine years of active service shall be entitled to a non-cumulative longevity bonus in accordance with the following schedule:

9-14 years—\$1,050  
15-19 years—\$1,450  
20 or more years—\$1,750

Longevity bonuses shall be paid to eligible employees by separate check the week following the first pay day in December of each year.

**5.5.** Paychecks will normally be issued to each employee every two weeks. If available, paychecks will be distributed on Thursdays after 3:00 PM. The Employer may change pay periods and pay days to coincide with the practice followed for other County employees, using a one-week transitional pay period.

## ARTICLE 6 EDUCATIONAL ASSISTANCE

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

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

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

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

## ARTICLE 7 TRAVEL EXPENSES

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

**7.2. Subsistence Expenses.** Whenever employees are required to travel on official business outside the county, necessary lodging and meal expenses shall be paid by the Employer. Payments for meal expenses shall consist of \$7.00 for breakfast, \$8.50 for lunch, and \$15.50 for dinner.

## ARTICLE 8 BEREAVEMENT LEAVE DAYS

**8.1.** Each employee will be entitled to bereavement leave without loss of regular straight-time pay to participate in, arrange and/or attend funeral or burial services, or participate in religious

observances for a member of his or her immediate family. For purposes of this section, “immediate family” shall include the following relatives of either the employee or the employee’s spouse: father, mother, step-father, step-mother, grandmother, grandfather, grandchild, great-grandchild, spouse, child, foster child, stepchild, sister, brother, step-sister, step-brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, niece, nephew, aunt, and uncle. In addition, “immediate family” shall include any relative or domestic partner of the employee residing in the employee’s household. “Parent” means a biological parent or an individual who stands or stood *in loco parentis* to an employee when the employee was a child. Persons who are *in loco parentis* include those with day-to-day responsibilities to care for and financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. Bereavement leave days shall not be charged against any accumulated sick or vacation leave days.

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

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

## ARTICLE 9 PERSONAL LEAVE DAYS

**9.1.** Full-time employees shall be entitled, in addition to vacation and/or sick leave, personal leave days as follows:

- (a) After four months of employment, one day.
- (b) After seven months of employment, two days.
- (c) After ten months of employment, three days.

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

**9.3.** Each request to take a personal leave day shall be submitted to the Director at least two working days prior to the requested date. The Director may at his or her discretion waive the two working days’ notice. The annual personal leave days shall be pro-rated for part-time employees. Not more than 25% of personnel within a department shall be given the same personal leave day without the express consent of the Director.

## ARTICLE 10 SICK LEAVE AND DISABILITY LEAVE

**10.1. Sick Leave Entitlements.** Paid sick leave may be used whenever an employee is unable to work because of personal illness or injury, including disability due to pregnancy; exposure to contagious disease; care of a seriously ill member of the employee’s immediate family (as defined

in Section 20.1); death in the employee's immediate family (as defined in Section 8.1); or acquisition of necessary devices or other aids by an employee who is disabled. Full-time employees shall earn sick leave on the following basis:

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

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

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

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

(a) If an employee is absent for reasons that entitle him or her to sick leave, the appropriate supervisor shall be notified promptly as of the employee's usual reporting time, but in no event later than 8:30 AM or one-half hour after the employee's starting time on the day of the absence.

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

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

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

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

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

**10.5. Disability Leave.** In case of disability due to illness or injury as a result of, or arising from, an employee's job, the Employer shall provide paid disability leave in the amount of four weeks at 100% of base pay, followed by an additional 18 weeks at 85% of base pay. Employees shall not be required to use their regular sick leave in such cases, provided the insurance carrier has determined that the disability is job-connected. In the event the employee receives periodic Workers' Compensation benefits, disability leave payments will be offset or reduced correspondingly to prevent duplication. While on paid disability leave, employees will continue to accrue vacation and sick leave, and will be covered by the health insurance provisions of this Agreement. In no event, however, shall the employee be entitled in any calendar year to more than 52 weeks of paid leave inclusive of sick and vacation time.

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

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

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

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

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

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

## ARTICLE 11 HOLIDAYS

### 11.1. Regular holidays shall be as follows:

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

Employees shall be permitted to take their Personal Holiday in the same manner as personal leave. Whenever any of the other days enumerated above falls on a Sunday, the Monday next following shall be deemed a holiday. Whenever any of the days enumerated falls on a Saturday, the preceding Friday shall be deemed a holiday. Christmas Eve will be considered a holiday commencing at 12:00 noon in 2007, but will not be considered a holiday in subsequent years. New Year's Eve will not be considered a holiday.

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

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

## ARTICLE 12 VACATION LEAVE DAYS

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

(a) During the first calendar month of employment, employees who are hired prior to the 16th day of the month will earn one (1) working day of vacation; all others hired prior to the 24th day of the month will earn one-half (½) working day of vacation. During the remainder of the first

calendar year, each employee will earn one (1) additional working day of vacation for each additional full month of employment.

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

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

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

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

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

**12.3. Vacation Carryover.** Employees shall be permitted to carry over eight vacation days or fewer from one calendar year to the next, at their option. Additional days may be carried over only if such additional leave was not taken by reason of the pressure of County business. All vacation leave carried over must be used in the succeeding calendar year.

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

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

**12.6. Vacation Requests and Approvals.** Employees shall submit vacation requests in advance to the Director or designated supervisor on forms provided by the Employer as soon as possible. All requests shall be acted upon within two working days after receipt, except as provided otherwise in Section 12.5. In the event that an emergency situation precludes advance notice, the request may be submitted orally at the earliest opportunity. All such leaves are subject to approval by the Director or designee and may be denied if necessary to maintain essential staffing levels. Nothing herein precludes an employee from being released early on a work day for approved vacation leave.

## ARTICLE 13 HEALTH BENEFITS

**13.1. Health Insurance.** The Employer shall continue the following insurance for each eligible employee and his or her dependents, including civil union partners:

(a) *Medical.* Employees may choose either of the current Patriot V or Patriot X point-of-service plans. Effective February 1, 2008, the Choice PPO will be discontinued.

(b) *Vision care.* It is understood that this shall remain a separate policy providing coverage in addition to the vision care coverage provided under the Employer's medical plans. Allowances for the following items shall be as indicated: examination, \$30; frames, \$20; single vision lenses, \$30; bifocal lenses, \$40; trifocal lenses, \$50; lenticular lenses, \$100; contact lenses, \$200.

(c) *Prescription.* The employee co-pay will be \$5.00 for each generic prescription, \$10.00 for each name-brand prescription and \$20.00 for "third-tier," non-preferred drugs. Syringes and contraceptives will be covered by the plan. Generic substitution will be mandatory whenever available, unless the physician specifies a brand-name only.

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

**13.2. Premium-Sharing.** Employees hired on or after February 1, 2008 who elect the Patriot X medical plan will be required to contribute toward the premium cost according to their coverage option as follows:

(a) Employee Only—\$10 per month; Parent/Child—\$20 per month; Employee/Spouse—\$30 per month; Family—\$40 per month.

(b) Contributions will be made by payroll deduction on a pre-tax basis pursuant to a plan adopted under Section 125 of the Internal Revenue Code.

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

**13.4. Dental Insurance.** The Employer shall continue to provide dental insurance for employees in accordance with the current indemnity plan. The same coverage shall be offered for dependants of employees. Employees who elect dependent coverage shall contribute \$17.50 per month for two-party coverage and \$37.50 per month for three-party (family) coverage, by means of payroll deductions. All deductions for employee contributions shall be made on a pre-tax basis in accordance with a cafeteria plan authorized under Section 125 of the Internal Revenue Code. No employee contribution shall be required for one-party coverage. There shall be no deductible for any of the services provided under the plan. As an alternative to the indemnity plan, the Employer shall continue to offer coverage through a dental plan organization, in accordance with the existing terms. Employees who elect to enroll in the dental plan organization may also enroll their dependents. However, in no case shall the Employer be required to pay a higher monthly premium for any such employee than it would have paid for the corresponding coverage under the indemnity plan. Any premium costs incurred by an employee in excess of the indemnity plan rates will be paid by the employee through payroll deductions on a pre-tax basis, as authorized by Section 125 of the Internal

Revenue Code. Open enrollment periods for the dental plans shall be in November of each year, for coverage beginning February 1.

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

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

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

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

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

**13.8. Waiver of Benefits.** In January of each year, employees who are enrolled in the medical or prescription plans pursuant to Section 13.1 may elect to waive either or both coverages, subject to the following provisions:

(a) Employees will be permitted to waive employer-provided medical coverage only upon furnishing proof of other medical coverage through a spouse's employer or other source. The terms of such other coverage should be the same or better than the coverage offered by the Employer.

(b) Employees who waive medical or prescription coverage shall receive a monthly payment in lieu of insurance, depending upon the type of coverage for which they are otherwise eligible, as set forth below:

- Employee-only medical: \$100 per month
- Parent/child medical: \$150 per month
- Husband/wife medical: \$175 per month
- Family medical: \$250 per month
- Employee-only prescription: \$25 per month
- Family prescription: \$50 per month

(c) Waivers of coverage shall remain in effect unless the employee elects to re-enroll during a subsequent open enrollment period or unless the employee loses his or her alternative coverage (as, for example, by termination of a spouse's employment). An employee who re-enrolls because of a loss of alternative coverage shall resume coverage under the Employer's plan within sixty (60) days after giving notice or as soon thereafter as is permitted under the insurance then in effect.

(d) Waivers of coverage will take effect February 1 following the employee's election. Payments will commence by the end of February and will continue thereafter on a regular basis each month while the waiver of coverage remains in effect.

(e) In case of a change in dependent status, employees who have waived their health benefits will have their monthly payments adjusted to reflect the appropriate category as set forth in subsection (b) above, beginning with the month following the change in status.

(f) Employees who have waived coverage but plan to apply for post-retirement medical or prescription coverage pursuant to Section 13.6 must be re-enrolled in the respective plans prior to retirement.

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

## ARTICLE 14 PERMANENT APPOINTMENT

**14.1.** All permanent appointments shall be made in accordance with Department of Personnel rules and regulations.

## ARTICLE 15 POSTING OF VACANCIES

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

**15.2.** An employee on Employer-approved extended leave of absence who makes prior written request shall be provided notice of Department of Personnel promotional job announcements during such leave.

## ARTICLE 16 PERSONNEL RECORDS

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

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

**16.3. Furnishing of Personnel Information to the Union.** The Employer will furnish to the Union on a monthly basis a listing of all new hires, terminations, title changes, out-of-title assignments, and transfers from one department to another within the bargaining unit(s). Upon

reasonable prior request, the Employer will also furnish to the Union a list of home addresses for employees represented by the Union.

## ARTICLE 17 NON-DISCRIMINATION

**17.1.** The Union and the County both agree that in accordance with and to the extent required by statute, each employee has all rights of citizenship and no employee will be discriminated against or harassed on the basis of race, creed, color, national origin, ancestry, sex, marital status, age, religion, disabilities, affectional or sexual orientation, familial status, armed forces obligation, or participation in or lack of participation in legal union activities.

## ARTICLE 18 UNION ACTIVITIES

**18.1.** During any calendar year, a total of 10 days paid leave may be granted to all employees for union activities. An additional 50 days unpaid leave annually shall also be made available. All requests for union leave will be made at least two working days before leave is to commence. If in the opinion of the Director the employee's absence from duty on union business will impede or render impossible the accomplishment of the Employer's work, then the Director may upon written notice to the employee deny the leave. Application for any other unpaid leaves of absence for union business will be considered on a case-by-case basis by the Employer.

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

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

## ARTICLE 19 REQUESTS FOR LEAVE

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

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

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

(c) When requesting leave, an employee shall specify the starting date and the anticipated date of return in so far as possible. If there is to be a change in the return date, the employee will

be responsible for notifying the Employer with reasonable promptness, but in no event less than two working days prior to the new return date, unless notice is waived by the Employer.

(d) Before returning to work, employees who are on leave because of their own illness or injury may be required to submit a certification from their health care provider verifying that they are able to resume working. Notice of this requirement will be given to each affected employee sufficiently in advance of the anticipated return date.

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

## ARTICLE 20 FAMILY AND MEDICAL LEAVE

**20.1.** Accrued sick leave may be used when necessary for attendance upon any member of the employee's immediate family who is ill. For purposes of this section, the immediate family shall be deemed to include the employee's spouse, child, stepchild, legal ward, grandchild, foster child, father or mother (including step-parents), legal guardian, grandfather, grandmother, brother or sister (including step-siblings), father-in-law, mother-in-law, domestic partner, and other relative residing in the employee's household.

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

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

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

**20.3.** Up to eight weeks of accrued sick leave may be utilized by a female employee in case of childbirth, beginning up to four weeks before delivery and continuing up to six weeks after delivery (or longer in case of documented disability).

**20.4.** Up to four weeks of accrued sick leave may also be used by either male or female employees for purposes of child care within the six-month period following the birth of a child or following the adoption of a child under six years of age.

**20.5. Continuation of Health Benefits.** Any employee taking an unpaid leave of absence shall be permitted to continue his/her health benefit coverage after employer-paid coverage ends by paying the monthly premiums prior to the coverage month. In addition, an eligible employee who

takes leave qualifying under the state Family Leave Act or the federal Family and Medical Act shall have coverage continued by the Employer during such leave.

## ARTICLE 21 TEMPORARY JOB ASSIGNMENT

**21.1.** The mandates of the Department of Personnel concerning transfers and assignments shall be followed.

**21.2.** In the event an employee is directed in writing to temporarily assume a higher job outside of his or her job classification, the employee will be paid on the same basis as though he or she were temporarily promoted to said job title under the following circumstances:

(a) The assignment is for two or more consecutive working days, in which case the employee will receive the appropriate pay commencing with the second day of such assignment; or

(b) The employee has been assigned to the higher job for an aggregate of six or more working days in a calendar year, in which case the employee will receive the appropriate pay commencing with the sixth day.

In all cases, out-of-title assignments shall be deemed to be in whole-day increments and must be memorialized in writing by the appropriate supervisor.

## ARTICLE 22 SPECIAL PAYMENTS

**22.1.** The Employer shall pay the sum of \$425 by separate check every January and every July as additional compensation to any Human Services Specialist or Social Worker with a bilingual variant who perform translating duties during the corresponding six-month period.

## ARTICLE 23 MANAGEMENT RIGHTS

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

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

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

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

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

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

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

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

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

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

## ARTICLE 24 WORK CONTINUITY

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

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

## ARTICLE 25 UNION REPRESENTATIVES

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

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

## ARTICLE 26 RESPONSIBLE UNION-EMPLOYER RELATIONSHIP

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

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

## ARTICLE 27 RETIREMENT

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

## ARTICLE 28 DISCIPLINE

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

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

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

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

## ARTICLE 29 HEALTH AND SAFETY

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

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

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

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

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

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

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

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

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

## ARTICLE 30 EVALUATIONS

**30.1.** Each employee shall be evaluated in writing at least once per year or more often as management may deem necessary or as required by Department of Personnel rules and regulations or other such legal mandates. Nothing herein is intended to preclude corrective action by the Employer at any time management considers it necessary.

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

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

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

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

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

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

**30.8.** Where an employee is to be evaluated, and such evaluation results in increment withholding, then such evaluation shall be provided not less than 45 days prior to such negative action nor more than 90 days prior to the event.

**30.9.** Evaluations used for the purpose of granting or withholding increments shall be based on a 12-month period of service.

**30.10.** If such increment is withheld, then a follow-up evaluation shall be provided within six to eight months after the previous evaluation that was the basis for withholding of increments. If the follow-up evaluation reflects satisfactory performance, then the increment shall be paid effective six months from the date the withheld increment would have been paid.

## ARTICLE 31 PAYROLL DEDUCTIONS AND DIRECT DEPOSIT

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

**31.2.** Upon written authorization from the employee, the Employer shall make deductions from an employee's pay for contributions to CWA-COPE, the Gloucester County Public Employees Charitable Campaign, and the Employer's deferred compensation plan, as well as for the purchase

of U.S. Savings bonds. The Employer shall also continue to offer employees the ability to purchase life, disability, automobile, and homeowner's insurance through payroll deduction. The amounts deducted shall be remitted as required.

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

## ARTICLE 32 INDEMNIFICATION

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

## ARTICLE 33 SEPARABILITY AND SAVINGS

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

## ARTICLE 34 FULLY-BARGAINED PROVISIONS

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

## ARTICLE 35 DURATION AND NEGOTIATION OF SUCCESSOR AGREEMENT

**35.1.** This Agreement shall be effective January 1, 2007 and shall continue through December 31, 2011.

**35.2.** Negotiations concerning a successor contract shall begin on or about October 1, 2011.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 22d day of February, 2008.

COMMUNICATIONS WORKERS OF AMERICA,  
AFL-CIO

GLOUCESTER COUNTY BOARD OF CHOSEN  
FREEHOLDERS

Richard Adams  
Chester Bender

[Signature]  
\_\_\_\_\_

Michael Bagley  
[Signature]

[Signature]  
[Signature]

Antonette Blue

Lynn Buckley CWA Rep

APPENDIX I  
SALARY SCHEDULE A  
(Effective January 1, 2007)

This schedule represents a 3.3% increase over the previous salary schedule.

Range	Incr.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
05	1,135.25	22,705	23,840	24,976	26,111	27,246	28,381	29,517	30,652
06	1,192.01	23,840	25,032	26,224	27,416	28,608	29,800	30,992	32,184
07	1,251.62	25,032	26,284	27,536	28,787	30,039	31,290	32,542	33,794
08	1,314.20	26,284	27,598	28,912	30,227	31,541	32,855	34,169	35,483
09	1,379.91	27,598	28,978	30,358	31,738	33,118	34,498	35,878	37,257
10	1,448.90	28,978	30,427	31,876	33,325	34,774	36,223	37,671	39,120
11	1,521.35	30,427	31,948	33,470	34,991	36,512	38,034	39,555	41,076
12	1,597.41	31,948	33,546	35,143	36,740	38,338	39,935	41,533	43,130
13	1,677.28	33,546	35,223	36,900	38,578	40,255	41,932	43,609	45,287
14	1,761.15	35,223	36,984	38,745	40,506	42,268	44,029	45,790	47,551
15	1,849.21	36,984	38,833	40,683	42,532	44,381	46,230	48,079	49,929
16	1,941.66	38,833	40,775	42,717	44,658	46,600	48,542	50,483	52,425
17	2,038.75	40,775	42,814	44,852	46,891	48,930	50,969	53,007	55,046
18	2,140.69	42,814	44,954	47,095	49,236	51,376	53,517	55,658	57,799
19	2,247.72	44,954	47,202	49,450	51,698	53,945	56,193	58,441	60,688
20	2,360.11	47,202	49,562	51,922	54,282	56,643	59,003	61,363	63,723
21	2,478.11	49,562	52,040	54,518	56,997	59,475	61,953	64,431	66,909
22	2,602.02	52,040	54,642	57,244	59,846	62,448	65,050	67,652	70,254
23	2,732.12	54,642	57,374	60,107	62,839	65,571	68,303	71,035	73,767
24	2,868.72	57,374	60,243	63,112	65,981	68,849	71,718	74,587	77,456

**SALARY SCHEDULE B**  
(Effective January 1, 2008)

This schedule represents a 3.5% increase over the previous salary schedule.

Range	Incr.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
05	913.88	23,500	24,414	25,327	26,241	27,155	28,069	28,983	29,897	30,811	31,725
06	959.57	24,675	25,634	26,594	27,553	28,513	29,473	30,432	31,392	32,351	33,311
07	1,007.55	25,908	26,916	27,924	28,931	29,939	30,946	31,954	32,961	33,969	34,976
08	1,057.93	27,204	28,262	29,320	30,378	31,436	32,494	33,551	34,609	35,667	36,725
09	1,110.82	28,564	29,675	30,786	31,897	33,007	34,118	35,229	36,340	37,451	38,561
10	1,166.37	29,992	31,159	32,325	33,491	34,658	35,824	36,990	38,157	39,323	40,490
11	1,224.68	31,492	32,717	33,941	35,166	36,391	37,615	38,840	40,065	41,289	42,514
12	1,285.92	33,066	34,352	35,638	36,924	38,210	39,496	40,782	42,068	43,354	44,640
13	1,350.21	34,720	36,070	37,420	38,770	40,121	41,471	42,821	44,171	45,521	46,872
14	1,417.72	36,456	37,873	39,291	40,709	42,127	43,544	44,962	46,380	47,798	49,215
15	1,488.61	38,279	39,767	41,256	42,744	44,233	45,722	47,210	48,699	50,187	51,676
16	1,563.04	40,192	41,755	43,319	44,882	46,445	48,008	49,571	51,134	52,697	54,260
17	1,641.19	42,202	43,843	45,484	47,126	48,767	50,408	52,049	53,690	55,332	56,973
18	1,723.25	44,312	46,035	47,759	49,482	51,205	52,928	54,652	56,375	58,098	59,821
19	1,809.42	46,528	48,337	50,147	51,956	53,765	55,575	57,384	59,194	61,003	62,813
20	1,899.89	48,854	50,754	52,654	54,554	56,454	58,354	60,254	62,153	64,053	65,953
21	1,994.88	51,297	53,292	55,287	57,282	59,276	61,271	63,266	65,261	67,256	69,251
22	2,094.62	53,862	55,956	58,051	60,146	62,240	64,335	66,429	68,524	70,619	72,713
23	2,199.36	56,555	58,754	60,954	63,153	65,352	67,552	69,751	71,950	74,150	76,349
24	2,309.32	59,383	61,692	64,001	66,311	68,620	70,929	73,238	75,548	77,857	80,166

**SALARY SCHEDULE C**  
(Effective January 1, 2009)

This schedule represents a 3.5% increase over the previous salary schedule.

Range	Incr.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
05	945.86	24,322	25,268	26,214	27,160	28,106	29,052	29,997	30,943	31,889	32,835
06	993.16	25,538	26,531	27,525	28,518	29,511	30,504	31,497	32,490	33,484	34,477
07	1,042.82	26,815	27,858	28,901	29,944	30,987	32,029	33,072	34,115	35,158	36,201
08	1,094.96	28,156	29,251	30,346	31,441	32,536	33,631	34,726	35,821	36,916	38,011
09	1,149.70	29,564	30,714	31,863	33,013	34,163	35,312	36,462	37,612	38,761	39,911
10	1,207.19	31,042	32,249	33,456	34,664	35,871	37,078	38,285	39,492	40,699	41,907
11	1,267.55	32,594	33,862	35,129	36,397	37,664	38,932	40,199	41,467	42,734	44,002
12	1,330.93	34,224	35,555	36,886	38,217	39,547	40,878	42,209	43,540	44,871	46,202
13	1,397.47	35,935	37,332	38,730	40,127	41,525	42,922	44,320	45,717	47,115	48,512
14	1,467.34	37,732	39,199	40,666	42,134	43,601	45,068	46,536	48,003	49,470	50,938
15	1,540.71	39,618	41,159	42,700	44,240	45,781	47,322	48,863	50,403	51,944	53,485
16	1,617.75	41,599	43,217	44,835	46,452	48,070	49,688	51,306	52,923	54,541	56,159
17	1,698.64	43,679	45,378	47,076	48,775	50,474	52,172	53,871	55,570	57,268	58,967
18	1,783.57	45,863	47,647	49,430	51,214	52,997	54,781	56,565	58,348	60,132	61,915
19	1,872.74	48,156	50,029	51,902	53,774	55,647	57,520	59,393	61,265	63,138	65,011
20	1,966.38	50,564	52,530	54,497	56,463	58,430	60,396	62,362	64,329	66,295	68,261
21	2,064.70	53,092	55,157	57,222	59,286	61,351	63,416	65,480	67,545	69,610	71,675
22	2,167.94	55,747	57,915	60,083	62,251	64,419	66,587	68,755	70,922	73,090	75,258
23	2,276.33	58,534	60,811	63,087	65,363	67,640	69,916	72,192	74,469	76,745	79,021
24	2,390.15	61,461	63,851	66,241	68,631	71,022	73,412	75,802	78,192	80,582	82,972

**SALARY SCHEDULE D**  
(Effective January 1, 2010)

This schedule represents a 3.5% increase over the previous salary schedule.

Range	Incr.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
05	978.97	25,173	26,152	27,131	28,110	29,089	30,068	31,047	32,026	33,005	33,984
06	1,027.92	26,432	27,460	28,488	29,516	30,544	31,572	32,600	33,628	34,656	35,683
07	1,079.31	27,754	28,833	29,912	30,992	32,071	33,150	34,230	35,309	36,388	37,468
08	1,133.28	29,141	30,275	31,408	32,541	33,675	34,808	35,941	37,074	38,208	39,341
09	1,189.94	30,599	31,788	32,978	34,168	35,358	36,548	37,738	38,928	40,118	41,308
10	1,249.44	32,128	33,378	34,627	35,877	37,126	38,376	39,625	40,875	42,124	43,373
11	1,311.91	33,735	35,047	36,359	37,671	38,983	40,294	41,606	42,918	44,230	45,542
12	1,377.51	35,422	36,799	38,177	39,554	40,932	42,309	43,687	45,064	46,442	47,819
13	1,446.38	37,193	38,639	40,085	41,532	42,978	44,425	45,871	47,317	48,764	50,210
14	1,518.70	39,052	40,571	42,090	43,608	45,127	46,646	48,165	49,683	51,202	52,721
15	1,594.64	41,005	42,600	44,194	45,789	47,384	48,978	50,573	52,167	53,762	55,357
16	1,674.37	43,055	44,730	46,404	48,078	49,753	51,427	53,101	54,776	56,450	58,124
17	1,758.09	45,208	46,966	48,724	50,482	52,240	53,998	55,756	57,515	59,273	61,031
18	1,845.99	47,468	49,314	51,160	53,006	54,852	56,698	58,544	60,390	62,236	64,082
19	1,938.29	49,842	51,780	53,718	55,657	57,595	59,533	61,471	63,410	65,348	67,286
20	2,035.20	52,334	54,369	56,404	58,439	60,475	62,510	64,545	66,580	68,615	70,651
21	2,136.96	54,951	57,087	59,224	61,361	63,498	65,635	67,772	69,909	72,046	74,183
22	2,243.81	57,698	59,942	62,186	64,429	66,673	68,917	71,161	73,405	75,649	77,892
23	2,356.01	60,583	62,939	65,295	67,651	70,007	72,363	74,719	77,075	79,431	81,787
24	2,473.80	63,612	66,086	68,560	71,033	73,507	75,981	78,455	80,929	83,402	85,876

**SALARY SCHEDULE E**  
(Effective January 1, 2011)

This schedule represents a 3.5% increase over the previous salary schedule.

Range	Incr.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
05	1,013.23	26,055	27,068	28,081	29,094	30,107	31,121	32,134	33,147	34,160	35,174
06	1,063.89	27,357	28,421	29,485	30,549	31,613	32,677	33,741	34,805	35,868	36,932
07	1,117.09	28,725	29,842	30,959	32,076	33,194	34,311	35,428	36,545	37,662	38,779
08	1,172.95	30,161	31,334	32,507	33,680	34,853	36,026	37,199	38,372	39,545	40,718
09	1,231.59	31,669	32,901	34,133	35,364	36,596	37,827	39,059	40,291	41,522	42,754
10	1,293.17	33,253	34,546	35,839	37,132	38,426	39,719	41,012	42,305	43,598	44,891
11	1,357.83	34,916	36,273	37,631	38,989	40,347	41,705	43,063	44,420	45,778	47,136
12	1,425.72	36,661	38,087	39,513	40,939	42,364	43,790	45,216	46,641	48,067	49,493
13	1,497.01	38,494	39,991	41,488	42,985	44,482	45,980	47,477	48,974	50,471	51,968
14	1,571.86	40,419	41,991	43,563	45,135	46,707	48,278	49,850	51,422	52,994	54,566
15	1,650.45	42,440	44,091	45,741	47,391	49,042	50,692	52,343	53,993	55,644	57,294
16	1,732.97	44,562	46,295	48,028	49,761	51,494	53,227	54,960	56,693	58,426	60,159
17	1,819.62	46,790	48,610	50,429	52,249	54,069	55,888	57,708	59,528	61,347	63,167
18	1,910.60	49,130	51,040	52,951	54,862	56,772	58,683	60,593	62,504	64,415	66,325
19	2,006.13	51,586	53,592	55,598	57,605	59,611	61,617	63,623	65,629	67,635	69,641
20	2,106.44	54,166	56,272	58,378	60,485	62,591	64,698	66,804	68,911	71,017	73,123
21	2,211.76	56,874	59,086	61,297	63,509	65,721	67,933	70,144	72,356	74,568	76,780
22	2,322.35	59,717	62,040	64,362	66,685	69,007	71,329	73,652	75,974	78,296	80,619
23	2,438.47	62,703	65,142	67,580	70,019	72,457	74,896	77,334	79,773	82,211	84,650
24	2,560.39	65,839	68,399	70,959	73,520	76,080	78,640	81,201	83,761	86,322	88,882

APPENDIX II  
CLASSIFICATIONS AND SALARY RANGES

RANK-AND-FILE TITLES

Account Clerk .....	06
Account Clerk Typing .....	07
Accountant .....	19
Building Maintenance Worker/Messenger .....	07
Child Support Specialist .....	19
Child Support Worker .....	17
Clerk .....	05
Clerk Typist .....	06
Clerk Typist/Interpreter .....	07
Coordinator for Federal and State Aid .....	20
Data Entry Machine Operator .....	06
Data Processing Programmer .....	19
Income Maintenance Aide .....	12
Human Services Specialist 3 .....	19
Human Services Specialist 3 Bilingual in Spanish and English .....	19
Human Services Specialist 1 .....	14
Human Services Specialist 2 .....	17
Human Services Specialist 2 Bilingual in Spanish and English .....	17
Investigator County Welfare Agency .....	19
Medical Social Service Assistant County Welfare Agency .....	20
Principal Account Clerk Typing .....	14
Principal Clerk Typist .....	13
Principal Data Entry Machine Operator .....	14
Secretarial Assistant .....	17
Senior Account Clerk Typing .....	10
Senior Building Maintenance Worker .....	10
Senior Clerk .....	08
Senior Clerk Stenographer .....	10
Senior Clerk Transcriber .....	10
Senior Clerk Typist .....	09
Senior Clerk Typist Bilingual in Spanish and English .....	10
Senior Data Entry Machine Operator .....	10
Senior Investigator County Welfare Agency .....	21
Senior Receptionist Typing .....	09
Senior Technician, Management Information Systems .....	19
Senior Telephone Operator .....	10
Social Service Aide .....	08
Social Service Technician .....	14
Social Work Specialist .....	20

Social Worker .....	19
Social Worker Bilingual in Spanish and English .....	19
Technician, Management Information Systems .....	16
Telephone Operator .....	07

## SUPERVISORY TITLES

Assistant Chief Investigator County Welfare Agency .....	22
Assistant Training Supervisor County Welfare Agency .....	24
Chief Clerk .....	21
Child Support Supervisor .....	22
Human Services Specialist 4 .....	22
Human Services Specialist 4 Bilingual in Spanish and English .....	22
Principal Technician, Management Information Systems .....	22
Social Work Supervisor .....	22
Supervising Account Clerk Typing .....	17
Supervising Clerk Typist .....	16