

Agreement Between
Camden County Board of
Social Services

and

Welfare Supervisors'
Organization

Contract Period

January 1, 2006 through December 31, 2009

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PREAMBLE

This Agreement is entered into between the Camden County Board of Social Services (herein referred to as the Board) and the Welfare Supervisors' Organization (herein referred to as the W.S.O.).

ARTICLE 1 – RECOGNITION

The Board agrees to recognize the Welfare Supervisors' Organization as the sole and exclusive collective bargaining representative of the employees whose titles are set forth in the Appendix.

ARTICLE 2 – CONTRACT PERIOD

This Agreement shall remain in full force and effect from **January 1, 2006 through December 31, 2009**. Negotiations on a successor contract shall commence on **October 2, 2009**, unless both parties agree to an earlier date, upon written notice by one party to the other, at least ninety (90) days prior to the expiration date of the Agreement. In the absence of such notification, this Agreement shall continue to an additional term of one year and the parties will be bound by the same terms and conditions thereof.

ARTICLE 3 – HOURS OF WORK

The normal work week shall consist of thirty-five (35) hours per week, seven (7) hours per day, five (5) days per week, Monday through Friday. The Director may stagger lunch hours so that the public may be better served. The hours of work shall be from 8:30 a.m. to 4:30 p.m., which includes a one-hour lunch period. An announcement will be used to signify the start and end of the normal work hours at the County Administration Building.

ARTICLE 4 – MANAGEMENT RIGHTS

All the powers, rights, prerogatives, duties, responsibilities, and authority that the Board had prior to the signing of this Agreement are retained by the Board except those specifically modified by this Agreement and those which are not contrary to public policy nor any law of the State of New Jersey, or any rules, regulations or directives promulgated by the State Division of Public Welfare, or the State Department of Children and Families, Office of Children Services "Division of Youth and Family Services".

ARTICLE 5 – N.J. DEPARTMENT OF PERSONNEL REGULATIONS

The administrative and procedural provisions and controls of the New Jersey Department of Personnel are to be observed in the administration of this Agreement, except and to the extent that this Agreement pertains to subjects not therein contained.

ARTICLE 6 – DUES DEDUCTION

The Board will receive from W.S.O. duly executed W.S.O. membership and dues deduction cards from all employees who have signed said cards.

In accordance with the appropriate New Jersey Statutes, the Board, upon receipt of a duly executed authorization-assignment form acceptable to the Board, agrees to deduct each month from the employees covered by this agreement who have executed said form, the established monthly dues of W.S.O. It is further agreed that the Board shall remit such deductions to the W.S.O. prior to the 10th day of the month following the month for which such deduction is made. Dues shall be \$10.00 per month, or such other amount as may be certified to the Board by the W.S.O. at least thirty (30) days prior to the date on which the deduction of W.S.O. dues is to be made. The W.S.O. dues deducted hereto shall be remitted by the Board to the Treasurer of the W.S.O., together with a list of employees from whose pay deductions were made.

ARTICLE 7 – UNION LEAVE

- A. Union leave days without pay may be granted under this article in order to allow Association delegates to attend conferences, meetings and conventions. Such union leave may be granted and in determining whether or not the Board should exercise its discretion to allow said leave, the Board should consider the total number of delegates to attend such event and the aggregate total of union days granted during the year and the length of time for any single meeting.
- B. The Board agrees to permit an aggregate of **twenty (20)** Union days to be taken with pay for **2006**, an aggregate of **twenty (20)** Union days to be taken with pay for **2007**, an aggregate of **twenty (20)** Union days to be taken with pay for **2008** and an aggregate of **twenty (20)** Union days to be taken with pay for **2009**.
- C. The Association shall provide the Personnel Office with **forty-eight (48)** hours written notice prior to the paid and unpaid union leave.

ARTICLE 8 – LEAVE OF ABSENCE WITHOUT PAY

- A. Leaves of absence without pay may be granted at the discretion of the Board to permanent employees for any reason considered good by the Board, for a period not to exceed **six (6) months** at any one time, and not be in excess of one continuous year, subject to approval by the Department of Personnel. No further renewal may be granted except upon similar approval for reasons as established by the Department of Personnel Regulations.
- B. In all cases, a letter of request from the employee setting forth the reasons why leave is desired and the dates for the commencing and the terminating of the leave shall be submitted to the Board. No leave of absence without pay shall become effective without prior approval of the Board and/or the Director.
- C. Employees granted leaves of absence without pay shall have annual sick leave, vacation leave and personal leave credit each reduced at the same rate at which it is earned for every full month or major fraction thereof that the employee is on such leave without pay, for the year in which such leave is taken.

ARTICLE 9 – SPECIAL LEAVES OF ABSENCE

Employees shall be entitled to the following special non-accumulative leaves of absence, with pay:

JURY DUTY

- 1. Time necessary for jury duty, except that the employee is expected to return to work after dismissal from jury duty unless said employee's returning is within one hour of dismissal time.

PERSONAL DAYS

- 2. Employees in this unit **after 90 days** of employment shall be entitled to **three (3)** Personal Days leave, with pay, prorated where applicable for the remainder of the calendar year and **three (3)** Personal Days leave, with pay, each year thereafter. Such leaves shall not be cumulative from year to year. Requests for said personal leave shall be made in writing, and approved in advance of the requested date, from the employee's immediate supervisor except in emergent situations.

MILITARY LEAVE

- 3. Shall be governed wherever applicable by the provisions of the Camden County Policies and Procedures Manual (**copies available in the Personnel Department**) for any employee in the National Guard or the reserves of any branch of the Armed Services.

ARTICLE 10 – SICK LEAVE

- A. Sick leave shall be credited, and may be utilized, under the provisions of the Department of Personnel rules and Agency policy.
- B. Sick leave for absences of long duration must be requested by the employee in writing to his/her immediate supervisor. This request must be accompanied by a written and signed statement by a physician prescribing the sick leave and giving the reasons for the sick leave.
- C. In all cases of illness, whether for a short or long term, the employee is **required** to notify his/her superior of the reason for absence by **9:00 a.m.** or as soon as possible thereafter on the first day of absence from the office. The employee shall notify the supervisor directly (voice mail or e-mail is not acceptable) of the number of days he/she anticipates being absent due to illness or in the absence of a notification of a specific number of days, the employee shall call in every day. Failure to report absences on the part of any employee may be cause for disciplinary action. If an employee is unable to reach his/her supervisor, he/she should then contact his/her administrator. If the administrator is unavailable, the Personnel Department must be contacted. A physician's certificate must be submitted for **five (5)** or more consecutive days of sick leave.

Nothing contained herein shall restrict management from requiring presentation of a physician's certificate where past pattern would indicate same is warranted.

- D. All sick leaves are subject to Administrative and/or Board approval and, where appropriate, to approval by the Department of Personnel.
- E. All employees who retire from the Public Employees Retirement System shall be entitled to receive a lump sum payment for unused accumulated sick leave earned during continuous, unbroken service since the most recent date of hire. This payment shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day of earned and accumulated sick leave based upon the average annual compensation received during the last year of his/her employment prior to the effective date of retirement, provided, however that no lump sum supplement compensation payment shall exceed **\$18,000.00**. An employee who elects a deferred retirement benefit shall not be eligible for this lump sum payment. **Employees retiring after December 1, 2009 will not receive any payment for accumulated sick leave.**

ARTICLE 11 – PREGNANCY DISABILITY/CHILD CARE

- A. The Pregnancy Disability and Child Care leave policy of the Agency shall be in accordance with applicable State and Federal statutes.
- B. Pregnancy disability leave shall be granted in compliance with Department of Personnel regulations.
- C. Leave without pay for employees for the purpose of childcare may be granted for a **maximum of one (1) year** upon written request to the Director.
- D. During the pregnancy disability leave, employees may utilize earned leave time (vacation and personal) but shall be required to exhaust accrued sick leave before taking a leave without pay for the Family Leave. The employee must exhaust all accrued sick leave prior to being eligible for New Jersey Temporary Disability Insurance.
- E. The Appointing Authority may grant to employee fathers of newborn children and newly adoptive parents a leave of absence without pay **not to exceed one (1) year** at any one time. Such requests shall be made in writing to the Director and shall be subject to the same terms and conditions applicable to other leaves without pay.

ARTICLE 12 – FAMILY LEAVE

The Board shall comply with the provisions of the Federal Family and Medical Leave Act of 1993 (Pub.L.103-03, February 5, 1993) and the New Jersey Leave Act, N.J.S.A. 34:11B-1 et seq.

ARTICLE 13 – EDUCATIONAL LEAVE

Two (2) employees may be afforded the opportunity for educational leave for the purpose of pursuing full time studies for a **Master's Degree**.

Qualified employees may be afforded opportunity for educational leave, with a maximum stipend, grant in aid, tuition, and reimbursable items permitted by Ruling No. 11 of the Division of Public Welfare.

The W.S.O. may select one of its members, who must be an employee of the Camden County Board of Social Services, to serve on the Educational Leave Committee, which has been established by the Board for the purposes of this Article. In the event that the W.S.O. representative is no longer employed by the Board at the

time of any Educational Leave Committee meeting, said representative shall not participate in the leave discussions. shall be named and designated by the W.S.O. at the commencement of this contract, and only said employee shall be entitled to participate in the educational leave meetings.

A. Tuition Reimbursement

1. The Tuition Reimbursement Program shall be administered by the Staff Development and Training Department.
2. The Tuition Reimbursement Benefit shall be applicable only to work-related courses or as a part of an appropriate degree program. Degree programs include both Undergraduate and Graduate courses. Graduate courses shall be limited to those courses leading to a Masters in Social Work (MSW), Masters in Public Administration (MPA), Masters in Business Administration (MBA), or a Masters of Arts in Administration (MAA).
 - a.) basic skills/remedial courses even though required by the educational institution for matriculation.
 - b.) undergraduate level courses taken by employees who are already in possession of any Bachelor's level degree, e.g. B.A., B.S., B.S.W., etc.
 - c.) tuition costs incurred for Field Placement or similar courses when the Field Placement is performed in this Agency.
 - d.) graduate level courses taken by employees unless the employee is a matriculated student in an accredited educational institution leading to a graduate degree in an approved field and the employee has received prior approval from the Agency to pursue a graduate degree under the Agency's Tuition Reimbursement Program.
3. Eligible employees shall continue to receive the benefit of participation in the Tuition Reimbursement Program. Eligible employees shall be defined as any permanent full-time employee who has had continuous employment in the Agency for a period of at least one (1) year.
4. The employee must submit an application to the Staff Development and Training Department for Tuition Reimbursement for the fall semester before August first (1st), the spring semester before November fifteenth (15th), and the summer semester before April fifteenth (15th).
 - a.) Only those employees who apply for, and are approved in advance, shall be considered to receive tuition reimbursement at the end of the semester.

5. Tuition Reimbursement shall always be contingent upon adequate funds in the Tuition Expense account 67.05. Notice to be given to bargaining unit when such funds are budgeted and appropriated.
 - a.) The Agency will not reimburse an employee for any costs other than the actual tuition cost of a course, which will include lab fees, if appropriate, for a required course.
 - b.) The reimbursement of any course cannot exceed the Rutgers tuition amount for comparable course taken at any other institution.
 - c.) The Agency shall not be obligated to reimburse tuition costs in excess of eighteen (18) credits per calendar year for undergraduate studies to any one individual and not in excess of twelve (12) credit hours per calendar year for graduate studies to any one individual.
 - d.) An employee may petition for tuition reimbursement in excess of the 18 to 12 hours respectively, and the Agency will utilize its discretion to approve or disapprove such request upon Agency need and budgetary constraints.
6. Reimbursement shall be paid only upon proof by an eligible employee that he or she received no less than a "C" or numerically equivalent grade for undergraduate courses, and less than a "B" or numerically equivalent grade for graduate courses, or, in the event that the employee received prior approval for a course utilizing only a "Pass/Fail" grade system, received a "Pass" grade.
7. All grades must be submitted to the Staff Development and Training Department along with proof of payment by the employee at the end of the semester, not to exceed thirty (30) days after the grade was issued.

ARTICLE 14 – BEREAVEMENT LEAVE

All employees covered by this Agreement shall be entitled to up to a total of **five (5) days** paid leave per incident for bereavement for time lost from work due to the death of a mother, father, child, brother, sister, or **current** spouse.

All employees covered by this agreement shall be entitled to up to **three (3) days** paid leave per incident for bereavement for time lost from work due to the death of any of the following family members: Step or foster parents, step or foster brother or sister, step or foster children, grandparents, grandchildren, **current** mother-in-law, **current** father-in-law, **current** brother-in-law, **current** sister-in-law, **current** daughter-in-law, **current** son-in-law or legal guardian.

All employees covered by this agreement shall be entitled to up to **three (3) days** paid leave per incident for bereavement for time lost from work due to the death of any blood relative not covered elsewhere in this article,

residing in the employee's household, upon presentation by the employee of documentation as to relationship and residency of the deceased.

Bereavement leave days shall be non-cumulative and may be used only within the calendar year.

ARTICLE 15 – NO STRIKE AGREEMENT

1. During the term of this Agreement, the W.S.O. agrees not to engage in or support any strike, work stoppage, slowdown, or other similar action by employees covered by this Agreement.
2. No lockout of employees shall be instituted or supported by the Agency during the term of this Agreement.
3. The W.S.O. recognizes its responsibility as exclusive collective negotiations agent and agrees to represent all employees in the unit without discrimination.
4. These agreements are not intended to limit the freedom of speech or demonstration of the W.S.O. or its members.

ARTICLE 16 – HEALTH INSURANCE COVERAGE

A. The Board agrees to pay for and provide hospital and medical insurance coverage for all eligible employees and their immediate families in accordance with the definition of the insurance carrier. Coverage will be provided at the level provided by the New Jersey State Health Benefits plan. Coverage for the employees will be provided in accordance with the plan and will pertain to permanent, provisional or temporary employees. Employees will continue to pay Health Maintenance Organization deductions as appropriate.

B. Dependent Coverage

1. The current payment of \$20.00 per pay period by members for dependent coverage shall terminate as of July 1, 2007.
2. All employees with dependent coverage will pay 10% of the cost of dependent coverage beginning January 1, 2008.

- C. The Board agrees to continue to contract with and to pay full cost and provide dental insurance coverage for eligible employees and their dependents (as defined by the carrier).
- D. The Board agrees to pay for and provide prescription coverage equal to or better than the coverage provided by the New Jersey State Health Benefits plan now in effect. The Board will reimburse the W.S.O. an amount not to exceed **\$1,250.00** on **01/01/06, 07/01/06, 01/01/07, 07/01/07, 01/01/08, 07/01/08, 01/01/09 and 07/01/09** for retiree's prescriptions. The W.S.O. shall present to the Board in adequate form, the cost incurred in the plan prior to payment.
- E. The Board agrees to pay each employee covered under this agreement for the cost of vision care services (eye doctors' visits, lenses, frames, or contact lenses) that the employee or employee's eligible dependent may use up to a limit of \$75.00 provided that the employee presents an original receipt for the charges and that the employee has not been reimbursed for vision care services in the 24 months preceding the date services were performed and further providing that the payment does not duplicate or is not in addition to payment from the employee's health insurance or HMO plan. If the employee's HMO covers same, the employee shall be obligated to utilize such coverage. If vision care is provided by the employee's health benefits they are ineligible for this benefit.

ARTICLE 17 – VACATIONS

- A. Permanent full time employees shall be granted vacation leave effective **January 1, 2006** as follows:
 1. **One (1)** working day for each month of service or major fraction thereof during **first (1st) year**.
 2. After **one (1) year** of service through **five (5) years** of service, **twelve (12)** working days per year.
 3. After **five (5) years** of service through **ten (10) years** of service, **fifteen (15)** working days per year.
 4. After **ten (10) years** of service through **eighteen (18) years** of service, **twenty (20)** working days per year.
 5. After **eighteen (18) years** of service, **twenty-five (25)** working days per year. **Any employee hired after December 1, 2009 will receive a maximum of (20) working days per year.**
 6. Vacation time will be credited on **January 1st** of each year in anticipation of full employment for that calendar year.
- B. Vacation time for all employees shall be scheduled and taken within the calendar year it is earned, except that employees may carry over to the following year only, one year's unused and accrued vacation days. If the year's vacation days are carried over into the following year, they must be used at that time. No further accumulations are allowed.

- C. Vacation time will be granted by seniority in the agency with requests to be submitted in writing by February 7th of each year beginning with the year 2008. Requests will be for March 1st through the end of February of the following year. Supervisors must respond within 15 working days.
- D. Provisional or temporary employees shall be granted **one (1) working day** vacation leave for each full month of service or major fraction thereof during temporary employment. No vacation leaves in excess of the amount actually earned will be approved in anticipation of continued employment.

ARTICLE 18 – HOLIDAYS

The following holidays shall be considered paid holidays during the duration of this contract:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday (discontinued after 2007)	Election Day
President's Day (In place of Washington's B.D.)	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas
Friday before Labor Day (beginning with the year 2008)	

In the event any of the above statutory holidays falls on Sunday; it shall be celebrated on the following Monday.

In the event that any of the above statutory holidays falls on a Saturday; it shall be celebrated on the preceding Friday.

If an employee is absent without pay on the day before or after a holiday, he/she will not be paid for the holiday.

Whenever the work schedule is such that an employee represented by the W.S.O. is required to work on a holiday, the employee will be paid double their hourly rate.

Additional holidays may be established, from time to time, by a gubernatorial proclamation or by the Camden County Board of Freeholders, by rule, proclamation, or order, as a holiday for public employees in this County, however, the granting of such an additional holiday by the Board is purely discretionary and the failure to grant such an additional holiday is not subject to the grievance procedure.

ARTICLE 19 – GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The Parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the W.S.O.
3. It is agreed that the individual employee is entitled to use this grievance procedure and to be represented by the W.S.O. upon his/her request in accordance with the provisions hereof. He/she shall not be coerced, intimidated or suffer any reprisal as a direct or indirect result of such use.

B. Definitions

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

1. A misinterpretation or misapplication of the terms of this agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a “contractual grievance”; or
2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Board, which shall hereinafter be referred to as “non-contractual grievance”.

C. Presentation of a Grievance

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

D. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving a grievance between the parties covered by this Agreement:

Step 1

- a.) The grievant shall institute action under the provisions hereof signed and delivered to his/her Assistant Administrative Supervisor and Immediate Supervisor within ten (10) working days of the occurrence complained of or within ten (10) working days after he/she would reasonably be expected to know of its occurrence. The grievant's signed request for a hearing shall contain a statement of the issue or issues being grieved. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. The grievant may be represented by an employee who is a member of the W.S.O.
- b.) The Assistant Administrative Supervisor, in conjunction with the Immediate Supervisor shall schedule a hearing and render a written decision within ten (10) working days after receipt of the grievance.

Step 2

- a.) In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his/her complaint with the Department Head within five (5) working days following the determination at Step 1. The grievant may be represented by an employee who is a member of the W.S.O.
- b.) The Department Head shall hold a hearing and render a written decision within ten (10) working days after receipt of the complaint.

Step 3

- 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 Welfare within five (5) working days following the determination at Step 2. The grievant may be represented by an employee who is a member of the W.S.O.
- b.) The Director of Welfare or his designee, shall hold a hearing and render a written decision within ten (10) working after the receipt of the complaint.

Step 4

- a.) Should the grievant disagree with the decision of the Director, or his designee, the aggrieved may, within five (5) working days, submit to the Board a statement in writing and signed as to the issues in dispute. In the event the grievant files his/her statement with the Board at least ten (10)

working days prior to a Board meeting, the matter shall be placed on the agenda for that Board meeting. Statements filed less than ten (10) working days before a Board meeting may be heard by the Board at the meeting, or at the Board's discretion, placed on the agenda for the following meeting. The Board shall review the decision of the Director together with the disputed areas submitted by the grievant. The grievant and/or the W.S.O. representative may request an appearance before the Board. The Board will render its written decision within eight (8) working days after the Board meeting at which the matter has been reviewed. If the Board's decision involves a non-contractual grievance, the decision of the Board shall be final.

- b.) The grievant may be represented by the W.S.O. A minority organization shall not present or process a grievance.

Step 5

- a.) Any resolved contract grievance (as defined in B.1, Definitions above) except matters involving appointment, promotion or assignment, or matters within the exclusive province of Department of Personnel, may be appealed to arbitration only by the W.S.O. The W.S.O. must file the request for arbitration within thirty (30) calendar days after the receipt of the Board's decision.
- b.) Nothing in this Agreement shall be construed as compelling the W.S.O. to submit a grievance to arbitration or to represent an employee before the Department of Personnel. The W.S.O.'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 W.S.O.
- c.) Where the grievance involves an alleged violation of individual rights specified in the Department of Personnel Law and rules for which a specific appeal to the Department of Personnel is available, the individual may present his complaint to the Department of Personnel directly. The grievant may pursue the Department of Personnel 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. The election will be made in writing at the appropriate time on the grievance form.
- d.) The arbitrator shall be selected by agreement between the parties within thirty (30) working days following the execution of this agreement. The arbitrator shall be selected from a list of arbitrators who are the members of the Institute of Management and Labor Relations of Rutgers University and shall be designated as permanent and shall serve during the life of the agreement; or

- e.) If the parties do not desire a permanent arbitrator, they may have the option of selecting an arbitrator on a case-by-case basis as follows:
 - 1.) by selection from the list of arbitrators who are members of the Institute of Management and Labor Relations of Rutgers University, in accordance with the selection procedures of the Institute; or
 - 2.) by selection from the panel of arbitrators maintained by the Public Employment Relations Commission, in accordance with the selection procedures of the Public Employment Relations Commission; or
 - 3.) by selection from the panel of arbitrators maintained by the American Arbitration Association, in accordance with the selection procedures of the American Arbitration Association.
- f.) The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.
- g.) The decision or award of the arbitrator shall be final and binding on the Board, the W.S.O., and the grievant or grievants to the extent permitted by and in accordance with applicable law and this agreement.
- h.) The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement, except that he may not make an award which exceeds the Board's authority. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.
- i.) 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 shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her, nor shall he submit observation or declaration of opinions which are not essential in reaching the determination.

- j.) The costs of the services of the arbitrator shall be borne equally by the Board and the W.S.O. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.
- k.) The costs of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.
- l.) The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after his/her selection and shall issue his/her decision within thirty (30) days after the close of the hearing.
- m.) Grievance resolutions or decisions at Steps 1 through 4 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolutions, as to the prior conduct of the other party.

ARTICLE 20 – CLOTHING ALLOWANCE

The Board shall pay a clothing allowance of **\$350.00** per year, for the years of **2006, 2007, 2008** and **2009** to those employees who wear uniforms in operational duties. Any new nurse who is hired shall receive an initial allowance of **\$350.00**.

ARTICLE 21 – MILEAGE

Mileage will be paid at the Federal Internal Revenue Service (IRS) rate. Those affected employees will be required to maintain a daily log containing mileage and specific locations visited. Authorization for automobile use must be obtained, in advance, from the immediate superior. The **maximum** reimbursable mileage in any calendar month is **750** miles.

Mileage claims must be submitted within **one (1) month** from the end of the month in which the mileage incurred. Failure to submit a timely claim will result in loss of eligibility for reimbursement.

ARTICLE 22 – PARKING

The Board agrees to expend an amount not to exceed **\$2,800.00** per quarter for parking for designated field workers who are required to use their automobiles on a regular basis in the performance of their duties.

Upon verification of parking receipt and certification as a designated field worker by the immediate superior, the worker may apply for a monthly parking fee reimbursement of a maximum of **\$65.00** per month at the conclusion of each quarter. Such application, in order to be eligible for reimbursement, must be received no later than the **15th** day of the month following the close of such quarter. Example: A designated field worker eligible for parking in January, February and March 2006, will submit a voucher to Personnel for reimbursement no later than April 15, 2006.

ARTICLE 23 – SENIORITY, JOB OPENINGS AND TRANSFERS

In the event of a job opening, promotional opportunity, or vacancy, the employee eligible therefore shall be notified in writing of said opening with a notice of salary range and job description.

Seniority, which is defined as continuous unbroken service with the Board, in a supervisory position, will be given consideration by the Board, with respect to promotions and lateral transfers. However, service will be considered unbroken for the purposes 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 three (3) months of said resignation.

If there are two or more employees with substantially equal qualifications and ability to perform the work, the Board, after consultation with the bargaining unit, shall consider Seniority and the efficiency of operations, with efficiency of operations to be the determinative factor.

All promotions, lateral transfers, and promotional policies are subject to the New Jersey Department of Personnel Law, Rules and Regulations.

The following factors shall be used in evaluating eligibility for appointment for both promotions and lateral transfers:

- ▶ Performance evaluations in the job title from which the appointment is being made.
- ▶ Seniority.
- ▶ Previous education or work experience relative to the particular job opening.

Temporary employees should not be considered as replacements for any recently laid off permanent workers.

ARTICLE 24 – WORKING OUTSIDE JOB CLASSIFICATION

It shall be the normal practice of the Board to assign employees work, which is appropriate to their job classification. Regular assignment of work, which is not within the job classification, and properly brought to

the attention of the Board by the Union, shall be corrected. Any dispute as to whether the work is within the job classification may be resolved, either in accordance with the grievance procedure, or by appeal to the Department of Personnel. The Department of Personnel job specifications shall govern, if such specifications have been established.

If an employee works outside of his/her classification at the request of the Board or its representatives for a period in excess of seven (7) consecutive work days, he/she shall receive the rate of pay for that classification or the rate of pay for his/her own classification, whichever is higher, retroactive to the first day worked out of classification.

ARTICLE 25 – EQUIPMENT AND SUPPLIES

It is recognized that good employee morale and pleasant working conditions are important factors in the consideration of the services to be rendered to the public. Where possible, subject to the discretion of the Board and budgetary commitments, sufficient furniture, equipment, supplies, and telephone service will be provided to all employees.

ARTICLE 26 – WORKER'S COMPENSATION

All employees shall be covered by Worker's Compensation, in accordance with the Statutes of the State of New Jersey. No employee shall receive pay over and above worker's compensation unless they use their accrued sick, vacation or personal days.

ARTICLE 27 – TEMPORARY DISABILITY

By virtue of the fact that Senate Bill 875 was enacted into law and said Senate Bill provided for the implementation of the Temporary Disability Benefits Law for Public Employees, it is agreed that as of the effective date of said amendment to the Temporary Disability Benefits Law, which is January 1, 1981, the Board shall implement such provisions by covering the employees under the Temporary Disability Benefits Law of the State of New Jersey, and it is understood that said Law requires contributions from both employer and employee.

ARTICLE 28 – SAVINGS CLAUSE

If any provisions of this Agreement should be held invalid by operation of law or regulation by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be retrained by such tribunal or appropriate administrative Agency 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 29 – OVERTIME

All employees represented by the W.S.O. shall be compensated at 1-1/2 times their regular straight time hourly rate of pay for all hours worked beyond their normal work week of 35 hours. All overtime must be approved by the Director, Deputy Director, or designee, in advance.

ARTICLE 30 – BREAKS

Each employee herein represented shall be entitled to one (1) fifteen (15) minute break for each half-day period of work (morning and afternoon). Unused break time shall not be credited or accumulated in any way by the employee.

ARTICLE 31 – SUPERVISORY AUTHORITY

Supervisors shall be recognized as part of the management of the Board. They are also responsible for recommending disciplinary action for any of the reasons specified in the New Jersey Department of Personnel Rules and Regulations. Such recommendations shall be given serious consideration by the Administration of the Board.

A supervisor shall have the responsibility for interviewing within the Agency when a vacancy is posted on the bulletin board to fill a vacancy in his/her unit. Except in cases of substantial transfers, the supervisor's recommendation will then be considered by the Administration in the process of making a final selection from the list of qualified applicants who have responded to the posting. The Administration retains the unqualified right to decline to accept such recommendation and, when and where it does so, it shall provide to such supervisor a statement as to its reasons.

ARTICLE 32 – HEALTH AND SAFETY

The Welfare Supervisors Organization shall have two (2) representatives on the Agency's Health and Safety Committee. The Committee's responsibility shall include recommending improvements in the physical plant, developing itself as a resource body in relation to applicable laws and regulations, investigating complaints relating to matters of health and safety. The existence of the Committee and the names of its members shall be posted on the bulletin board. The Committee will meet upon request of the Welfare Supervisors Organization or the Board. The activities of the Committee shall not be subject to the grievance procedure.

The existence of this Committee shall not affect whatever legal responsibility exists with the Board regarding matters of health and safety.

ARTICLE 33 – SALARIES

1. Effective **January 1, 2006**, all employees covered by this agreement shall have their base salary adjusted step to step in accordance with the appropriate compensation schedule in effect **January 1, 2006** which represents approximately a three point five zero percent (**3.50%**) increase over the compensation schedule which was in effect **January 1, 2005**.
2. Effective **January 1, 2007**, all employees covered by this agreement shall have their base salary adjusted step to step in accordance with the appropriate compensation schedule in effect **January 1, 2007** which represents approximately a three point five zero percent (**3.50%**) increase over the compensation schedule which was in effect **January 1, 2006**.
3. Effective **January 1, 2008**, all employees covered by this agreement shall have their base salary adjusted step to step in accordance with the appropriate compensation schedule in effect **January 1, 2008** which represents approximately a three point five zero (**3.50%**) increase over the compensation schedule which was in effect **January 1, 2007**.
4. Effective **January 1, 2009**, all employees covered by this agreement shall have their base salary adjusted step to step in accordance with the appropriate compensation schedule in effect **January 1, 2009** which represents approximately a three percent (**3%**) increase over the compensation schedule which was in effect **January 1, 2008**.
5. Annual anniversary increments shall be given during each calendar year of this agreement on each employee's anniversary date to those employees who are not at the maximum step of the salary range and whose performance continues to be at least satisfactory. The annual anniversary increment shall be in accordance with the increment schedule in effect attached hereto as revised from time to time to reflect salary increase. The quarterly increment system is continued heretofore and shall be exercised in the following manner:
 - a.) Employees hired in January, February, and March will receive an increment on **April 1** of the following year.
 - b.) Employees hired in April, May and June will receive an increment on **July 1** of the following year.

- c.) Employees hired in July, August, and September will receive an increment on **October 1** of the following year.
 - d.) Employees hired in October, November and December will receive an increment on **January 1** of the second year following date of hire.
6. Any employee who receives a promotion or reclassification in which the salary adjustment equals two or more increments in the old range will receive a new anniversary date. The new anniversary date will be assigned on the basis of the effective date of such action in the same manner as indicated above for new hired employees.
7. Employees hired after January 1, 2007 will be eligible for inclusion in the anniversary increment (step) process as long as they earn less than \$45,000. This does not apply to increases as a result of promotion.

ARTICLE 34 – INDEMNIFICATION

“Any employee who is required to pay damages as a result of any tort claim arising out of and in the course of his/her employment shall be entitled to indemnification by the Board consistent with N.J.S.A. 59:10-1 et seq.”

ARTICLE 35 – SUCCESSORS AND ASSIGNS

There shall be no transfer or assignment of any of the functions of this Agency involving the transfer of employees unless the Agency or entity to which such employees are transferred agrees in writing to accept and abide by, as to such employees, the terms and conditions contained herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this *day of* ,
2007.

WELFARE SUPERVISORS ORGANIZATION

Regina Lorusso, WSO President

Bruce Conover

Toni Bobiak

Theresa Keating

**CAMDEN COUNTY BOARD OF
SOCIAL SERVICES**

James H. Rhodes, Board Chairman

Susan Michielli, Board Member

Martin McKernan, Jr., Solicitor

Robert Ellis, Director

Frank Ambrose, Deputy Director

Marianne Young