

COLLECTIVE BARGAINING AGREEMENT
 BETWEEN
 GLOUCESTER COUNTY WELFARE BOARD
 AND
 COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, LOCAL 1085
 (NON-SUPERVISORY EMPLOYEES)

LIDKAR
 Institute of Management
 Rutgers University

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 CALCULATE

X July 1, 1983 - June 30, 1986



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PREAMBLE

The Gloucester County Welfare Board, Woodbury, New Jersey (hereinafter referred to as the "Board"), and the Communications Workers of America, AFL-CIO (hereinafter referred to as the "Union"), hereby enter into this agreement for the establishment of salaries, benefits, and the enumeration of other terms and conditions of employment.

ARTICLE I

RECOGNITION

The Board agrees to recognize the Communications Workers of America, AFL-CIO, as the sole and exclusive bargaining agent for part-time (employed on a regular basis) and full-time non-supervisory employees, exclusive of casual, temporary, or seasonal employees, in the following job classifications (including bilingual variants):

Account Clerk	Secretarial Assistant
Account Clerk, Typing	Social Service Aide
Clerk Typist	Sr. Account Clerk, Typing
Clerk Typist & Interpreter	Sr. Clerk Typist
Data Entry Machine Operator	Sr. Receptionist, Typing
Income Maintenance Aide	Sr. Investigator, C.W.A.
Income Maintenance Specialist	Sr. Clerk Stenographer
Income Maintenance Technician	Sr. Clerk Transcriber
Income Maintenance Worker	Sr. Data Entry Machine Operator
Investigator, C.W.A.	Social Worker
Prin. Account Clerk, Typing	Supvgr. Account Clerk, Typing
Prin. Clerk Bookkeeper	Supvgr. Clerk, Typing
Prin. Clerk Typist	Sr. Telephone Operator
Prin. Data Entry Machine Operator	Telephone Operator

Excluded from the bargaining unit are all other classifications including but not limited to:

Ass't Training Supervisor	Secretarial Ass't (Confidential)
Ass't Adm. Supervisor	Training Supervisor
Chief Investigator	Chief Clerk
Director	Adm. Secretary, C.W.A.
Deputy Director	Sec. Ass't Steno (Confidential)
Fiscal Officer	Sr. Accountant
Personnel Assistant	All Supervisors
Prin. Clerk Stenographer (Confidential)	All Administrative Supvrs.
Property & Resources Supervisor	All Guards

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.

ARTICLE II

HOURS OF WORK AND OVERTIME

The normal working week shall consist of thirty-five (35) hours per week which shall be made up of five (5) seven-hour days per week from 8:00 a.m. to 4:00 p.m.

The Director (or Deputy Director or the Director's designee) may arrange the lunch hours of employees so as to have part of the staff available to the public at all times.

The working day for employees may be varied or extended by the Director (or Deputy Director or Director's designee) as the need arises, subject to approval of the Division of Public Welfare.

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 work week) due to the pressure of agency business. All overtime must be approved in advance by the Director or his/her designee, except that in emergency situations the Director may authorize overtime retroactively. It is expressly understood that management reserves sole right of approval of overtime. Also, in lieu of paying overtime pay, the Agency may require some employees to take equivalent time off, provided it is taken during the same week.

Employees covered by this Agreement will be compensated at the rate of time and one-half in cash for authorized overtime hours in excess of

the normal hours of the established work week.

Hours worked on a holiday shall be compensated at time and one-half in addition to the Holiday Credit.

ARTICLE III
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate, consistent with applicable laws, regulations, contractual obligations, operational requirements, and standards of fairness.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the Union.

B. Definitions

1. The term "grievance" shall mean an allegation that there has been:
 - a. 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
 - b. Inequitable, improper, unjust application or misinterpre-

tation of rules or regulations, existing policy, or orders applicable to the Welfare Board, which shall be processed up to and including the Welfare Board, and shall hereinafter be referred to as a "non-contractual grievance."

2. The term "grievant" shall mean an employee, group of employees, or the Union. The Union shall identify grievant(s) by name, where appropriate.

C. Presentation of a Grievance

The Welfare Board agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one union representative who is an employee of the Board throughout the grievance procedure. A minority organization shall not present or process grievances.

D. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement. Nothing herein is meant to preclude the parties from mutually waiving one or more steps of this grievance procedure and processing a grievance initially at a higher step.

Step 1

- a. The grievant shall institute action under the provisions hereof in writing, signed and delivered to his/her 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.

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 the Shop Steward.

- b. The Supervisor shall render a decision in writing 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 complaint with the Director of Welfare within ten (10) working days following the determination at Step 1, except that if the grievant's immediate Supervisor is the Director of Welfare, the grievance shall proceed to Step 3. The grievant may be represented by an employee who is the Shop Steward or Local Union Officer.
- b. The Director of Welfare, or his/her designee, shall render a decision within ten (10) working days after receipt of the grievance.

Step 3

- a. Should the grievant disagree with the decision of the Director or his/her designee, the aggrieved may, within ten (10) working days, submit to the Board a statement in writing and signed as to the issues in dispute. In the event the grievant files his statement with the Board at least ten (10) working days prior to a Board meeting, the matter shall be or placed on the agenda for that meeting to be heard by the Board or a committee thereof. Statements filed less than ten (10) working days before a Board meeting may be heard by the Board

or a committee thereof or, at the Board's discretion, placed on the agenda for the following meeting. The Board (committee) shall review the decision of the Director together with with the disputed areas submitted by the grievant. The grievant and/or the Union representative may request an appearance before the Board (committee). The Board will render its decision within eight (8) working days after the regular Board meeting following the hearing at which the matter has been reviewed, but in no case later than eight (8) working days after the second regular Board meeting following the Step 3 filing, unless this time limit is mutually waived. If the Board's decision involves a non-contractual grievance (or Article XXIX Discipline after advisory arbitration, if chosen) the decision of the Board shall be final.

- b. The grievant may be represented by the Local Union Officer or the International Union Representative, or both.

Step 4

- a. Any unresolved contract grievance (as defined in B.1., Definitions, above) except matters involving appointment, promotion, or assignment or matters within the exclusive province of Civil Service, may be appealed to arbitration only by the Union. The Union must file the request for arbitration within twenty (20) working days after the receipt of the Board's decision.
- b. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before Civil Service. The Union's decision to

request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

- c. Where the grievance involves an alleged violation of individual rights specified in Civil Service Law and rules for which a specific appeal to Civil Service is available, the individual may present his complaint to Civil Service directly. The grievant may pursue the Civil Service 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 as follows:
 - 1) 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
 - 2) by selection from the panel of arbitrators maintained by the American Arbitration Association, in accordance with the selection procedures of the American Arbitration Association.
- e. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

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 - 1) 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
 - 2) by selection from the panel of arbitrators maintained by the American Arbitration Association, in accordance with the selection procedures of the American Arbitration Association.
- e. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

f. The decision or award of the arbitrator shall be final and binding (except discipline, see Article XXIX) on the Welfare Board, the Union, and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement.

No arbitration decisions or awards shall conflict with any law, rulings, or regulations having the force of law. This shall not be construed as preventing the union from thereafter moving in an appropriate forum for the enforcement of the arbitrator's decision or award.

g. 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 Welfare Board's authority.

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

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

tion.

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

ARTICLE IV

DUES DEDUCTION AND REPRESENTATION FEE

- A. The Board agrees to deduct from the pay of each employee who furnishes a written authorization for such deduction in a form acceptable to the Board, during each calendar month, the amount of monthly Union dues. Dues shall be such amount as may be certified to the Board by the Union at least thirty (30) days prior to the month in which the deduction of Union dues is to be made. Deduction of Union dues made pursuant hereto shall be remitted by the Board to the Union, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 1925 K Street, N.W., Washington, DC, 20006, 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 Union president.
- B. All deductions agreed upon in paragraph A above will be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9(e) as amended.
- C. For all employees in the bargaining unit who do not pay dues in accordance with paragraphs A and B above, the employer shall instead deduct a representation fee as certified by the Union, pursuant to Chapter 477, Laws of 1979.
- D. It is agreed that the Board 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 deducted 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 Board 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 V
COMPENSATION (SALARY AND LONGEVITY)

- A. Salaries and ranges of employees shall be adjusted step to step, in accordance with appendices I and II. Compensation is based on a thirty-five (35) hour week.
- B. Annual merit incremental increases in salary will be granted to each employee who has satisfactorily completed a year of continuous service prior to his/her anniversary date providing the employee is not at maximum of the range as follows:
1. All increments due and payable shall be effective at the end of the last payroll period of the quarter which occurs during the months of March, June, September, and December. Payroll period, payday, and closing day of payroll period are not synonymous terms.
 2. Employees shall be allocated a quarterly anniversary date as follows:
 - a. Employees hired between October 2 and December 31 will be assigned the quarterly anniversary date of January 1 of the second year following date of hire. Employees hired January 1 and January 2 will be assigned the quarterly anniversary date of January 1 of the following year.
 - b. An employee hired between January 2 and April 1 will be assigned the quarterly anniversary date of April 1 of the following year.

c. An employee hired between April 2 and July 1 will be assigned the quarterly anniversary date of July 1 of the following year.

d. An employee hired between July 2 and October 1 will be assigned the quarterly anniversary date of October 1 of the following year.

C. Any employee who is promoted or reclassified or demoted shall have his/her salary adjusted in accordance with current practice, and the anniversary date shall be changed, if appropriate, on the basis of the effective date in the same manner as newly-hired employees, as indicated in the above paragraph B2.

D. Beginning July 1, 1984, and continuing thereafter, all employees who as of July 1 have been at Step 8 of their salary range for at least one (1) year and have completed at least nine (9) years of active service shall be entitled to a longevity bonus in accordance with the following schedule.

<u>Years of Completed Service</u>	<u>Longevity Bonus (non-cumulative)</u>
9 - 14 years	\$ 500
15 - 19 years	\$ 825
20 or more years	\$1150

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

ARTICLE VI

EDUCATIONAL ASSISTANCE

- A. The Board agrees to pay for any course that an employee is required to take by the Board or the Director during the employee's course of employment with the Welfare Board. At its sole discretion, the Board may reimburse employees for expenses and tuition for courses that are related to work operations. All courses of this nature must first be approved by the Director. The Director will develop criteria that will clearly indicate that the course is work related and that the course will contribute to the Welfare Board 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 2.5 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.
- B. The Director shall inform the employee of the decision for reimbursement within 30 days after the employee's request has been made. Should the Board be unable to act on the employee's request at the regularly scheduled meeting, the Director will so notify the employee and will respond to the request within ten (10) days after the next regularly scheduled Board meeting.

C. 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 VII

TRANSPORTATION AND REIMBURSEMENT

- A. The mileage reimbursement for employees who are authorized and required to operate their own vehicles shall be per State Travel Regulations. The Board agrees to continue to provide, at no expense to the employee, third-party liability insurance on the authorized employee's personal automobile when used for business purposes through a blanket policy.

- B. Employees who are required to use their personal automobile in excess of 200 miles in a calendar month on agency business shall receive an additional ten dollars (\$10.00) reimbursement for insurance for such month.

ARTICLE VIII

BEREAVEMENT LEAVE DAYS

- A. Each employee shall be entitled for a period up to three (3) bereavement leave days per year to make, participate, arrange, and/or attend funeral and burial services, or participate in religious observance for a member of his "immediate family." "Immediate family" shall be defined as the employee's spouse, child, foster child, parent, brother or sister, mother- or father-in-law, grandparents, grandchildren, or any relatives of the employee residing in the employee's household. "Bereavement leave days" shall not be charged against any accumulated "sick" or "vacation" leave days. Such bereavement leave days shall be non-cumulative and shall be pro-rated for part-time employees.
- B. Employees may request an extension of the period of bereavement leave beyond the three (3) days provided above; however, any days over the permitted leave shall be charged against an employee's accumulated sick leave, or if no sick leave is available, then it shall be deducted from the employee's pay.
- C. Each employee may utilize one (1) unpaid leave day per year to make, participate, arrange, and/or attend the funeral of a close friend.

ARTICLE IX

PERSONAL LEAVE DAYS

Each employee shall be entitled, in addition to vacation and/or sick leave, three (3) personal leave days per calendar year, as of January 1 of each calendar year; except employees hired after January 1 shall be eligible for personal leave days between the date of hire and the following January 1 at the rate of one (1) day following each four (4) months of employment. Each request to take a personal leave day shall be submitted to the Director of the Board at least forty-eight (48) hours prior to the requested date. The Director may at his/her discretion waive the forty-eight (48) hour notice. The annual personal leave days shall be non-cumulative and shall be pro-rated for part-time employees.. Not more than twenty-five percent (25%) of personnel within a department shall be given the same personal leave day without the express consent of the Director.

ARTICLE X

SICK LEAVE DAYS

All employees shall be credited with sick leave days on the following basis:

One (1) day per month, or major fraction thereof, during the first calendar year of his/her employment; and fifteen (15) working days in every calendar year thereafter, which shall be credited to the employee as of the first of January of each year to be accrued at the rate of one and one-quarter (1-1/4) sick leave days per month.

The administration of sick leave days shall be in conformance with applicable Civil Service regulations, including pro-ration for part-time employees.

Any amount of sick leave allowance not used in any calendar year shall accumulate from year to year.

ARTICLE XI

HOLIDAYS

Regular holidays shall be as follows:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Washington's Birthday	General Election Day
Lincoln's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Whenever any of the days enumerated 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.

In addition to the aforementioned holidays, the Board will grant a holiday when the Governor, in his role as Chief Executive of the State of New Jersey, declares a holiday by Proclamation or Executive Order or when the Board of Chosen Freeholders of Gloucester County declares a holiday for all County employees.

ARTICLE XII

VACATION LEAVE DAYS

- A. Every full-time employee shall be granted the following annual leave for vacation purposes with pay:

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

After one (1) year of service through five (5) years of service, twelve (12) working days per year;

After five (5) years of service through twelve (12) years of service, fifteen (15) working days per year; and

After twelve (12) years of service through twenty (20) years of service, twenty (20) working days per year; and

After twenty (20) years of service, twenty-five (25) working days per year.

Vacation leave for part-time employees shall be pro-rated.

- B. Employees shall submit to the Director (or designee), request(s) for vacation leave days on forms provided as soon as possible, but in no case less than 24 hours in advance.
- C. If an emergency situation precludes the above time notice, then verbal request and approval may be granted for vacation leave days. All such leaves are subject to approval of the Director or designee. Such emergency leave may only be used as half-day or full-day blocks. Nothing herein precludes an employee from being released early on a work day with permission and such time charged to vacation leave.

D. If, in any calendar year the vacation leave days or any part thereof are not granted by reason of pressure of work, such days of absence or parts thereof not granted shall accumulate and may be carried over the next succeeding calendar year only.

ARTICLE XIII
HEALTH BENEFITS

- A. The Board agrees to furnish each employee who works on a regular basis for twenty (20) or more hours per week those health and medical services, including Blue Cross, Blue Shield, Rider "J" and Prudential Insurance Company of America's Major Medical coverage as enumerated in the "Health Benefits for New Jersey State Employees," and as may be amended, or coverage equivalent to this plan.

- B. The Board agrees to continue to furnish each employee a \$1.00 co-pay (no contraceptives) prescription plan.

- c. The Board agrees to continue to provide each employee with temporary Disability Insurance in accordance with the provisions of the New Jersey State Plan.

ARTICLE XIV

PERMANENT APPOINTMENT

All permanent appointments shall be made in accordance with Civil Service rules and regulations.

ARTICLE XV

POSTING OF VACANCIES

Employees shall be made aware of all internal vacancies intended to be filled in new or current positions by notice posted on a separate bulletin board reserved only for said vacancies for a period of three (3) full working days; if eligible, each employee shall be permitted to compete for the available vacancies. A "vacancy" shall not be deemed to exist as a result of a mere rearrangement or reassignment of job duties nor as a result of a Civil Service desk audit. Employer is not precluded from interim appointments and retains sole authority to select appointees.

ARTICLE XVI

PERSONNEL RECORDS

The employment records of each employee shall be open to the inspection of the employee upon request. Each employee will be afforded the opportunity to initial disciplinary material prior to incorporation into his/her permanent personnel file, and shall be provided a copy of same. If further minor disciplinary materials such as warnings or reprimands are not incorporated into the personnel file, the original material(s) will be expunged after two years. Any disciplinary actions which are normally reported to Civil Service must be retained in the employee's file in accordance with Civil Service regulations. All employees will receive a written notice of appointment after action is taken on their appointment by the Board at a regular meeting.

ARTICLE XVII

NON-DISCRIMINATION

The Union and employer 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 on the basis of race, creed, color, national origin, sex, marital status, age, religion, physical handicaps, or armed forces obligation, or participation in or lack of participation in legal union activities.

ARTICLE XVIII

UNION ACTIVITIES

- A. During any given calendar year no more than a total of ten (10) days paid leave may be granted to all employees for Union activities. An additional twenty (20) days unpaid leave per annum shall be granted the Local President or his/her designee. (Such leave herein shall be allowable for utilization by supervisory bargaining unit employees.) All requests for Union leave will be made at least forty-eight (48) hours 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 Welfare Board 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.
- B. The Local President or designee shall be permitted to address orientation sessions for new employees for a maximum of twenty (20) minutes.
- C. The employer agrees to maintain a Union bulletin board in a convenient location.

ARTICLE XIX
REQUESTS FOR LEAVE

The Board will approve or disapprove, on a case-by-case basis, all requests for leaves. All approved leaves will be granted on an unpaid basis unless payment for such leave is specifically authorized by State Statute and Board action. All leave requests that are denied or granted by the Board will be denied or granted in writing with a copy sent to the employee.

ARTICLE XX

TEMPORARY JOB ASSIGNMENT

The mandates of Civil Service concerning transfers and assignments shall be followed; however, if an employee works outside of his/her job classification at the request of management for a period of ten (10) or more consecutive working days, the employee shall receive the rate of pay for the job classification or rate of pay for his/her own job classification whichever is higher for said period of time. If the employee works at a higher job classification, said employee will be paid on the same basis as though said employee was provisionally promoted to said job title.

ARTICLE XXI

PAYDAYS

Paychecks will normally be issued to each employee every two (2) weeks. The amount of pay to be withheld shall not exceed one (1) full week's pay.

ARTICLE XXII

MANAGEMENT RIGHTS

It is the intention of the parties hereto that all rights, powers, prerogatives, and authority which the said Board now has or had prior to the signing of this Agreement are retained by the Board except for those which are specifically set forth in this Agreement only, and such abridgements or modifications are to be strictly construed. It is agreed by and between the parties hereto that the management rights set forth above are not subject to the grievance procedure.

ARTICLE XXIII

FULLY-BARGAINED PROVISIONS

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 XXIV

SEVERABILITY AND SAVINGS

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 Civil Service, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXV

WORK CONTINUITY

The Union agrees that for the life of this Agreement there shall be no strike, slowdown, sickout, or other similar concerted action nor shall there be any individual action the purpose of which is to induce the employees to engage in such prohibited activities.

ARTICLE XXVI

UNION REPRESENTATIVES

The Union will designate one (1) representative to deal with the Director of Welfare, said representative to act as liaison between the Board and the Union concerning management and/or employee problems. The Union representative shall contact the Welfare Director and request that meetings be set up as needed and as convenient to the schedule of the Welfare Director to discuss any problems of concern to the Union representative. If, in the opinion of the Director (or designee), it is mutually beneficial to meet on work time, then the employee shall suffer no loss in pay.

ARTICLE XXVII

RESPONSIBLE UNION-EMPLOYER RELATIONSHIP

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 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.

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

ARTICLE XXVIII

RETIREMENT

The Board agrees to grant a lump sum payment to eligible employees covered by this Agreement who retire from the Public Employee Retirement System on the basis of one-half (1/2) their daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of employment prior to the effective date of retirement providing such payment does not exceed twelve thousand dollars (\$12,000) in accordance with applicable statutes.

ARTICLE XXIX

DISCIPLINE

- A. No employee shall be terminated or suspended for more than five (5) days without just cause.
- B. In accordance with Article III, Grievance Procedures, step 4, an appeal to disciplinary arbitration may be brought only by the Union, through its International Representative, by mailing a written request for disciplinary arbitration.
- C. Arbitrators in disciplinary matters shall confine themselves to determinations of guilt or innocence and the appropriateness of penalties and shall neither add to, subtract from, nor modify any of the provisions of this Contract by any award. The arbitrator's decision with respect to guilt, innocence or penalty shall be advisory upon the parties. In the event the arbitrator finds the employee guilty, he may approve the penalty imposed or adjust such penalty as appropriate to the circumstances, in accordance with this Contract; however, removal from service shall not be substituted for a lesser penalty. In the event the arbitrator finds the employee innocent or modifies a penalty, he may order reinstatement with back pay for any or part of an imposed suspension or reduction in grade or period that the employee was dismissed from service. Should the arbitrator's award provide reinstatement with back pay, the employee may be paid for the hours he would have worked in his normally scheduled work week, at his normal rate of pay, but not exceeding thirty-five (35) hours per week or seven (7) hours per day, less any deductions required by law, or other

offsetting income for the back pay period specified by the arbitrator. The arbitrator's decision shall contain a short statement of the nature of the proceedings, the positions of the parties, and specific findings and conclusions on the facts. In addition, the arbitrator's decision shall discuss any of the testimony, evidence or positions of the parties which merit special analysis.

- D. Nothing in this Article shall be construed to limit the right of the Board to implement any disciplinary action notwithstanding the pendency of any appeal proceedings.
- E. Every employee shall have the right to Union representation at disciplinary proceedings.

ARTICLE XXX

HEALTH AND SAFETY COMMITTEE

There shall be a Health and Safety Committee composed of a maximum of three (3) members selected by the employer and three (3) selected by the Union. Such Committee shall meet at time of mutual convenience outside of the work day to discuss substantive problems that may arise from time to time regarding any health and safety concerns pertaining to this bargaining unit and the supervisory bargaining unit. Nothing herein precludes the possible need on an exceptional basis for discussion and resolution of imminent and potentially dangerous situations during working hours.

ARTICLE XXXI

EVALUATIONS

- A. Each employee shall be evaluated in writing at least once per year as management may deem necessary or as required by Civil Service Rules and Regulations or other such legal mandates. Nothing herein is intended to preclude corrective action by the employer at any time management considers it necessary.
- B. Employees shall be informed of evaluation criteria as soon as developed by the Agency, and informed of any subsequent changes in evaluation criteria.
- C. The completed evaluation shall be shown to the employee for review and such employee shall affix his/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.
- D. 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.
- E. If the employee disagrees with the evaluation, he/she may request a reconsideration and/or note exceptions to the official record.
- F. Appeal of the evaluation may be made through the grievance procedure except that final and binding determination shall reside with the Director (or with the Board if the Director is the

evaluator).

- G. If the evaluation is a primary or contributing factor in future adverse action (i.e., demotion, separation, and so forth) the employee shall have such hearing rights as are provided by Civil Service.
- H. Where an employee is to be evaluated, and such evaluation results in increment withholding, then such evaluation shall be provided no less than forty-five (45) days prior to such negative action, nor more than ninety (90) days prior to the event.
- I. Evaluations used for the purpose of granting or withholding increments shall be based on a twelve (12) month period of service.
- J. 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 (6) months from the date the withheld increment would have been paid.

ARTICLE XXXII
CREDIT UNION CHECKOFF

The employer agrees to make payroll deduction for any employee upon written request to be paid to an appropriate credit union as authorized by N.J.S.A. 40A:9-17, as follows:

1. Open enrollment period shall be each April and October.
2. New hires may enroll within thirty (30) days of commencing employment.
3. The credit union selection shall be jointly determined by the employer and the union.

ARTICLE XXXIII
DURATION AND NEGOTIATION OF SUCCESSOR AGREEMENT

This Agreement shall be effective upon signing and continue through June 30, 1986 (except salary shall be retroactive to July 1, 1983, for those employees on the payroll on July 1, 1984).

The parties agree that negotiations over a successor agreement shall commence in accordance with the provisions of N.J.S.A. Chapter 123 P.L. 1974.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this twentieth day of July , 1984.

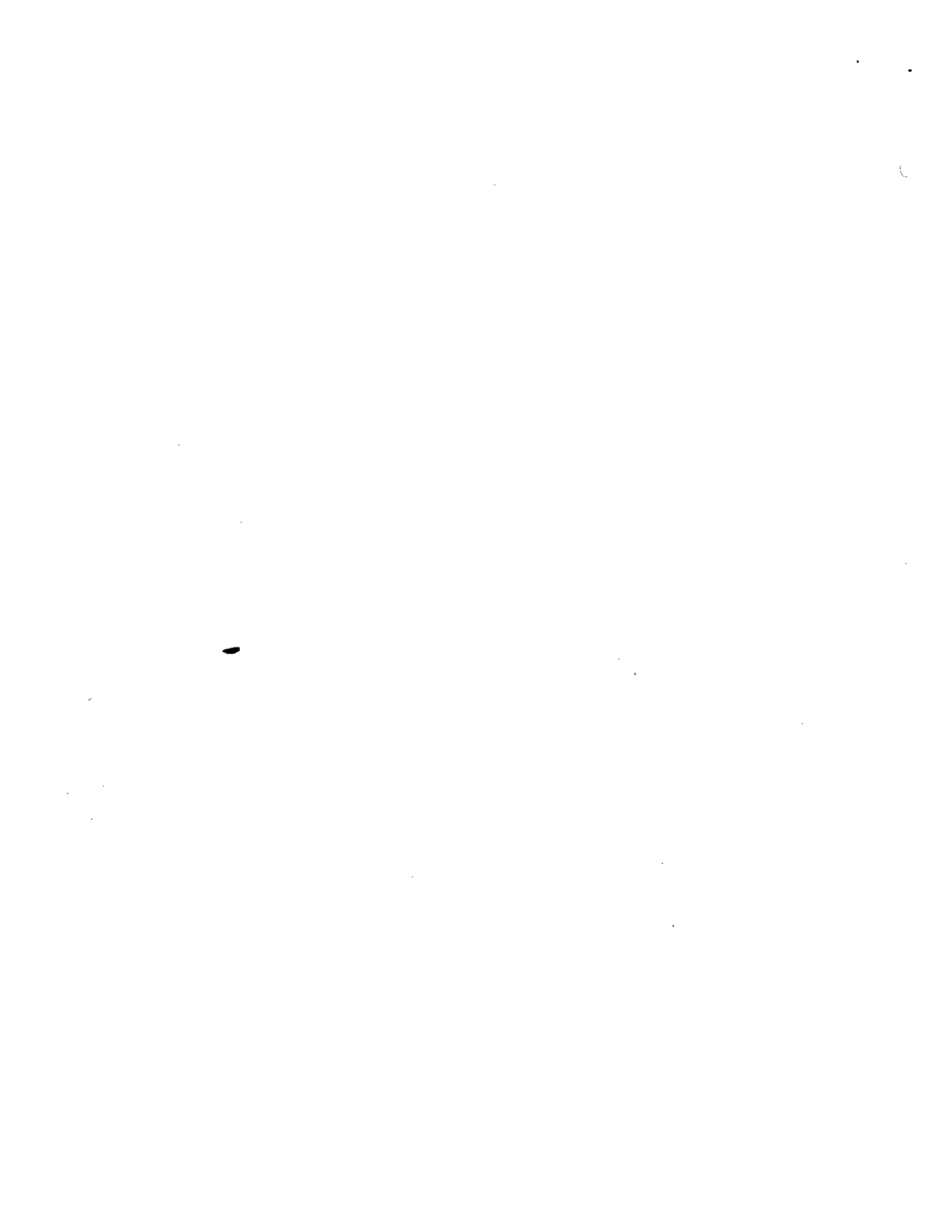
GLOUCESTER COUNTY WELFARE BOARD

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

APPENDIX I

CLASSIFICATIONS AND SALARY RANGES

<u>Title</u>	<u>7/1/83</u>	<u>1/1/85</u>
Account Clerk	5	6
Account Clerk (Typing)	5	6
Clerk Typist	5	6
Data Entry Machine Operator	5	6
Income Maintenance Aide	5	6
Social Service Aide	5	6
Clerk Typist and Interpreter	6	7
Telephone Operator	6	7
Senior Account Clerk (Typing)	8	9
Senior Clerk Typist	8	9
Senior Clerk Typist, Bilingual	8	9
Senior Receptionist (Typing)	8	9
Senior Telephone Operator	8	9
Senior Clerk Stenographer	9	10
Senior Clerk Transcriber	9	10
Senior Data Entry Machine Operator	9	10
Principal Account Clerk (Typing)	12	13
Principal Clerk Bookkeeper	12	13
Principal Clerk Typist	12	13
Income Maintenance Technician	13	14
Principal Data Entry Machine Operator	13	14
Secretarial Assistant	15	16
Supervising Account Clerk (Typing)	15	16
Supervising Clerk Typist	15	16
Income Maintenance Worker	17	17
Income Maintenance Worker, Bilingual	17	17
Investigator, C. W. A.	18	18
Social Worker	18	18
Income Maintenance Specialist	19	19
Senior Investigator, C.W.A.	21	21



Appendix II. Salary Schedules.

Schedule A - Effective July 1, 1983 (Represents approximately 5% over Schedule 40)

	2A	3A	4A	5A	6A	7A	Max A	Incr A
5	8787.366	9226.717	9666.069	10105.42	10544.77	10984.12	11423.47	439.3515
6	9226.717	9689.053	10151.38	10613.72	11076.06	11538.39	12000.73	462.336
7	9689.053	10174.36	10659.67	11144.98	11630.29	12115.60	12600.91	485.31
8	10174.36	10684.14	11193.93	11703.72	12213.50	12723.29	13233.07	509.7855
9	10684.14	11218.43	11752.71	12286.99	12821.27	13355.55	13889.84	534.282
10	11218.43	11778.75	12339.07	12899.39	13459.71	14020.04	14580.36	560.322
11	11778.75	12366.61	12954.48	13542.34	14130.20	14718.07	15305.93	587.8635
12	12366.61	12983.55	13600.49	14217.43	14834.36	15451.30	16068.24	616.938
13	12983.55	13632.65	14281.75	14930.85	15579.95	16229.05	16878.15	649.0995
14	13632.65	14313.90	14995.15	15676.40	16357.65	17038.90	17720.15	681.2505
15	14313.90	15028.82	15743.75	16458.67	17173.60	17888.52	18603.44	714.924
16	15028.82	15780.51	16532.19	17283.88	18035.56	18787.25	19538.93	751.6845
17	15780.51	16570.44	17360.38	18150.32	18940.25	19730.19	20520.12	789.936
18	16570.44	17398.66	18226.88	19055.10	19883.32	20711.54	21539.76	828.219
19	17398.66	18268.21	19137.76	20007.30	20876.85	21746.40	22615.95	869.547
20	18268.21	19182.16	20096.11	21010.06	21924.02	22837.97	23751.92	913.9515
21	19182.16	20142.03	21101.90	22061.77	23021.63	23981.50	24941.37	959.868
22	20142.03	21149.37	22156.71	23164.05	24171.38	25178.72	26186.06	1007.338

Appendix II. Salary Schedules

Schedule B - Effective July 1, 1984 (Represents approximately 4.5% over Schedule A)

	Min B	2B	3B	4B	5B	6B	7B	Max B	Incr B
5	9182.797	9641.919	10101.04	10560.16	11019.28	11478.40	11937.53	12396.65	459.1223
6	9641.919	10125.06	10608.20	11091.34	11574.48	12057.62	12540.76	13023.90	483.1411
7	10125.06	10632.20	11139.35	11646.50	12153.65	12660.80	13167.95	13675.10	507.1489
8	10632.20	11164.93	11697.66	12230.38	12763.11	13295.83	13828.56	14361.29	532.7258
9	11164.93	11723.26	12281.58	12839.90	13398.23	13956.55	14514.88	15073.20	558.3246
10	11723.26	12308.79	12894.33	13479.86	14065.40	14650.94	15236.47	15822.01	585.5364
11	12308.79	12923.11	13537.43	14151.74	14766.06	15380.38	15994.70	16609.01	614.3173
12	12923.11	13567.81	14212.51	14857.21	15501.91	16146.61	16791.31	17436.01	644.7002
13	13567.81	14246.12	14924.43	15602.74	16281.05	16959.35	17637.66	18315.97	678.3089
14	14246.12	14958.03	15669.93	16381.84	17093.75	17805.65	18517.56	19229.47	711.9067
15	14958.03	15705.12	16452.22	17199.31	17946.41	18693.50	19440.60	20187.69	747.0955
16	15705.12	16490.63	17276.14	18061.65	18847.16	19632.67	20418.18	21203.69	785.5103
17	16490.63	17316.11	18141.60	18967.08	19792.56	20618.05	21443.53	22269.01	825.4831
18	17316.11	18181.60	19047.09	19912.58	20778.07	21643.56	22509.05	23374.54	865.4888
19	18181.60	19090.28	19998.96	20907.63	21816.31	22724.99	23633.66	24542.34	909.6766
20	19090.28	20045.36	21000.44	21955.52	22910.60	23865.68	24820.76	25775.83	955.0793
21	20045.36	21048.42	22051.48	23054.55	24057.61	25060.67	26063.73	27066.79	1003.062
22	21048.42	22101.09	23153.75	24206.43	25259.10	26311.76	27364.43	28417.10	1052.668

Appendix II. Salary Schedules

Schedule C - Effective July 1, 1985 (Represents approximately 3% over Schedule B)

	Min C	2C	3C	4C	5C	6C	7C	Max C	Incr C
5	9458.281	9931.177	10404.07	10876.96	11349.86	11822.76	12295.65	12768.55	472.8959
6	9931.177	10428.81	10926.44	11424.08	11921.71	12419.35	12916.98	13414.62	497.6353
7	10428.81	10951.17	11473.53	11995.90	12518.26	13040.62	13562.99	14085.35	522.3634
8	10951.17	11499.88	12048.59	12597.29	13146.00	13694.71	14243.42	14792.12	548.7076
9	11499.88	12074.95	12650.03	13225.10	13800.18	14375.25	14950.33	15525.40	575.0744
10	12074.95	12678.06	13281.16	13884.26	14487.36	15090.47	15693.57	16296.67	603.1025
11	12678.06	13310.80	13943.55	14576.30	15209.04	15841.79	16474.54	17107.28	632.7458
12	13310.80	13974.84	14638.89	15302.93	15966.97	16631.01	17295.05	17959.09	664.0412
13	13974.84	14673.50	15372.16	16070.82	16769.48	17468.14	18166.79	18865.45	698.5582
14	14673.50	15406.77	16140.03	16873.29	17606.56	18339.82	19073.09	19906.35	733.2639
15	15406.77	16176.27	16945.78	17715.29	18484.80	19254.31	20023.82	20793.33	769.5084
16	16176.27	16985.35	17794.43	18603.50	19412.58	20221.65	21030.73	21839.80	809.0756
17	16985.35	17835.60	18685.85	19536.09	20386.34	21236.59	22086.84	22937.08	850.2476
18	17835.60	18727.05	19618.50	20509.96	21401.41	22292.87	23184.32	24075.77	891.4535
19	18727.05	19662.99	20598.93	21534.86	22470.80	23406.74	24342.67	25278.61	935.9369
20	19662.99	20646.72	21630.45	22614.18	23597.92	24581.65	25565.38	26549.11	983.7316
21	20646.72	21679.87	22713.03	23746.18	24779.34	25812.49	26845.64	27878.80	1033.153
22	21679.87	22764.12	23848.37	24932.62	26016.87	27101.12	28185.37	29269.62	1084.248



