AGREEMENT

BETWEEN

THE OCEAN COUNTY BOARD OF SOCIAL SERVICES

and

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 153, A.F.L. - C.I.O.

(Supervisory Unit)

January 1, 2006 - December 31, 2008

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PREAMBLE

WHEREAS, the Ocean County Board of Social Services, Toms River, New Jersey, (hereinafter referred to as the "Board"), and the Office & Professional Employees International Union, Local 153, AFL-CIO (hereinafter referred to as the "Union"), are desirous of entering into an agreement for the establishment of salaries, benefits and enumeration of other terms and conditions of employment, which shall be effective January 1, 2006 through December 31, 2008.

ARTICLE I RECOGNITION

The Board agrees to recognize the Office & Professional Employees International Union, Local 153, AFL-CIO, as the sole exclusive collective bargaining agent for the employees in the following job classifications:

Child Support Supervisor
Human Service Specialist 4
Human Service Specialist 4 (Bilingual)
Social Work Supervisor
Social Work Supervisor (Bilingual)
Supervising Account Clerk
Supervising Account Clerk - Typing
Supervising Account Clerk - Assistance
Supervising Clerk
Supervising Clerk
Supervising Data Machine Operator
Supervising Telephone Operator

The following Titles shall be excluded from the bargaining unit:

Supervisor Data Processing Operations and Technical Assistant and Management Information Systems

ARTICLE II
HOURS OF WORK

A. During the years 2006 and 2007, the normal workweek shall consist of thirty-five

(35) hours per week, which shall be made up of seven (7) hours per day plus

one (1) hour lunch. Employees may select alternate hours of work to achieve

seventy (70) hours per pay period.

B. Effective January 1, 2008, the normal workweek for all employees covered by

this collective bargaining agreement shall consist of thirty-seven and one-half (37

 $\frac{1}{2}$) hours per week, which shall be made up of seven and one half (7 $\frac{1}{2}$) work

hours per day plus a lunch period of no less than thirty (30) minutes, nor more

than one (1) hour). Employees may select alternate hours of work to achieve

seventy-five (75) hours per pay period. (It must be noted that the salary of any

employee whose normal work week increases from 35 to 37 1/2 hours effective

January 1, 2008 shall have his/her base salary adjusted to reflect the percentage

increase in hours.)

C. The Board will remain open for extended hours on Tuesdays between the hours

of 8:00 a.m. to 6:30 p.m. Employees may select one of the following options

with two weeks notice:

Option 1: 8:30 a.m. - 4:30 p.m.

Option 2: 8:00 a.m. - 4:00 p.m.

Option 3: 10:30 a.m. - 6:30 p.m.

Any employees wishing to exercise the alternative hours provision may not come

in late when using Option 2 and may not leave early when using Option 3. This

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is to ensure that staff is available to the public between the hours of 8:00 a.m. to 6:30 p.m.

- D. Tuesday extended hours will be scheduled two weeks in advance with and approved by the immediate supervisor or alternate reporting supervisor prior to utilization in order to have adequate staff available at all times. The supervisor may reduce the amount of notice at their discretion.
- E. The Director, or his/her designee, may arrange the lunch hours of employees so as to have part of the staff available to the public at all times.
- F. All hours for which an employee is deemed to be on active pay status shall be counted toward the threshold of thirty-five (35) and forty (40) hours of payment for overtime. Overtime earned between thirty-five (35) and forty (40) hours shall be compensated at straight time if wages are paid or, at the Director or his/her designee's sole election, at time-and-a-half compensatory time. The Director or his/her designee must specifically authorize all overtime. The employee will be notified of the compensation method at the time overtime is authorized.

Effective January 1, 2008, all hours for which an employee is deemed to be on active pay status shall be counted toward the threshold of thirty-seven and one-half (37½) and forty (40) hours of payment for overtime. Overtime earned between thirty-seven and one-half (37½) and forty (40) hours shall be compensated at straight time if wages are paid or, at the Director or his/her designee's sole election, at time-and-a-half compensatory time. The Director or his/her designee

must specifically authorize all overtime. The employee will be notified of the compensation method at the time overtime is authorized.

- G. If State regulations or the needs of the community we serve change, the parties agree to meet and discuss changing the hours accordingly.
- H. The Agency shall be closed when the Director declares a State of Emergency. This closure shall be considered part of the work week and included as paid time.

ARTICLE III GRIEVANCE PROCEDURES

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

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

- (i) The grievant and/or his/her steward may notify the grievant's immediate supervisor that a potential grievance exists and that an informal fact-finding meeting is desired to discuss the issue. The grievant's immediate supervisor shall then schedule a meeting within three (3) working days to discuss the issue. Both the grievant and his/her steward may attend such a meeting with no loss of pay. If no resolution of the issue is forthcoming from this meeting, a formal grievance can be filed.
- (ii) This informal grievance resolution mechanism shall in no instance change the specified time limits for filing a grievance unless both the Union and the Board mutually agree in writing to extend the time limits.

- 2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the Union.
- 3. The Union may propose that the first step of the grievance procedure be waived provided that said grievance is a non-contractual grievance on a Board policy matter. The proposal to waive the first step must be mutually agreed to by the Director of the Agency or his/her designee, and the Union representative.
- B. **Definition:** The term "grievance" shall mean an allegation that there has been:
 - A misrepresentation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contractual grievance," or
 - Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Board of Social Services which shall be processed up to and including the Board of Social Services, and shall hereinafter be referred to as a "non-contractual grievance."

- C. <u>Presentation of a Grievance</u>: The Board of Social Services agrees that in the presentation of a grievance (at Steps 1, 2, 3 & 4) there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one (1) Union representative, who is an employee of the Board, throughout the grievance procedure.
- D. <u>Steps of the Grievance</u>: The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement:
 - a. The grievant shall institute action under the provisions hereof in writing, signed and delivered to his/her supervisor within fifteen (15) working days after the grievant would reasonably be expected to know of its occurrence. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance. The grievant may be represented by an employee who is a Shop Steward.
 - b. The Supervisor shall render a decision in writing within fifteen (15) working days after receipt of the grievance.

Step Two

Step One

a. In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his/her complaint with the Director of the Ocean County Board of Social Services within fifteen (15) working days

- following the determination at Step One. The grievant may be represented by an employee who is a Shop Steward.
- b. The Director of the Ocean County Board of Social Services, or his/her designee, shall render his/her decision within fifteen (15) working days after the receipt of the complaint.

Step Three

Should the grievant disagree with the decision of the Director, or his/her a. designee, the grievant may, within fifteen (15) working days, submit to the Board a statement in writing and signed as to the issue(s) 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. All grievances will be reviewed and decided by the Board in the same month they are placed on the Board's agenda. Any grievance to be reviewed and decided by the Board and placed on the agenda cannot be canceled, postponed, adjourned or tabled unless approved by both the Union and the Board. Such approval shall not be unreasonably withheld by either the Union or the Board. The Board shall review the decision of the Director together with the disputed areas submitted by the grievant. The grievant and/or the Union representative may request an appearance before the Board. The Board will render its decision within fifteen (15) working days after the Board meeting at which the matter has been reviewed. If the Board's decision involved a non-contractual grievance, the decision of the Board shall be final.

- b. While disciplinary grievances cannot be pursued to binding arbitration, the Union may pursue up to three (3) disciplinary grievances, per calendar year, to advisory arbitration. The Union shall be considered to have "pursued" a grievance to arbitration on the day the Union contacts the Public Employment Relations Commission (PERC) to assign an arbitrator and schedule an arbitration hearing. The contact with PERC may be oral or written. If there is any question as to the date of the contact, both parties may verify and confirm the date of contact with PERC.
- c. The grievant may be represented by the Business Representative, Union Counsel, or both. A minority organization shall not present or process a grievance.

Step Four

a. Any unresolved contractual grievance (as defined in Section B - Definitions) except matters involving appointment, promotion, or assignment or matters within the exclusive province of the Department of Personnel, may be appealed to arbitration only by the Union. The Union

- must file the request for arbitration within thirty (30) calendar days after the receipt of the Board's decision.
- b. Nothing in the Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the Department of Personnel. 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 interest of the grievant and the Union.
- c. Where the grievance involves an alleged violation of individual rights specified in Department of Personnel regulations for which a specific appeal to the Department of Personnel is available, the individual may present his/her 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 selection 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. For those grievances which may be submitted to arbitration, an Arbitrator shall be assigned by PERC.
- e. The decision or award of the Arbitrator shall be final and binding on the Board of Social Services, the Union, and the grievant or grievants to the

extent permitted by and in accordance with applicable law and this Agreement, except where arbitration is pursued under Step Three of this Article.

- f. The Arbitrator may prescribe an appropriate back pay remedy when he/she finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of the Agreement, except that he/she may not make an award which exceeds the Board of Social Services' authority. The Arbitrator shall have no authority to prescribe a monetary award as penalty for a violation of this Agreement.
- g. The Arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his/her decision solely to the interpretation and application of this Agreement. He/she shall confine him/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or a declaration of opinions which are not essential in reaching the determination.
- h. The cost 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.
- The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost shall be shared equally.

j. Grievance settlements or decisions shall be binding and evidential in proceedings between the parties. There is no right to re-arbitrate the same issue already resolved by grievance proceedings. 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

- A. The Board agrees to deduct monthly from the pay of each employee, who furnishes a written authorization for such deduction in the form acceptable to the Board, the amount of Union dues as specified by the Union. Notification of any increase in dues shall be furnished to the Board by the Union at least thirty (30) days prior to the month in which the change 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, Office & Professional Employees International Union, Local 153 A.F.L.-C.I.O. C.L.C., 265 West 14th Street, New York, New York, 10011, by the first working day following the last payday in which dues will be deducted in any calendar month. A copy of such a list shall also be furnished with the dues payment, identifying the employee, social security number, and total amount of dues deducted for the month.
- B. All deductions agreed upon in paragraph A above will be in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9(e), as amended.
- C. The Union will indemnify and save harmless the Board of Social Services against any and all claims, demands, suits or other forms of liability action, that shall arise out of or by reason of action taken by the Board of Social Services in reliance upon salary deduction authorization cards submitted by the Union to the Board of Social Services.
- D. When an employee who is paying either the union dues or representation fee, is assigned to work in a position which is not recognized as being a part of the

OPIEU bargaining unit on an interim or temporary appointment basis, such employee's Union Dues or Representation Fee shall cease to be paid to the bargaining unit after the employee has been working in the interim or temporary assignment for a period in excess of 45 days.

Additionally, when an employee is assigned to work in a position which is recognized as being a part of the OPEIU bargaining unit on an interim or temporary basis, the Board shall have no obligation to deduct either the Union Dues or Representation Fee until the employee has worked in the interim or temporarily assigned position for longer then 45 days.

ARTICLE V AGENCY SHOP

- A. The Board agrees to deduct, in accordance with P.L. 1979, Chapter 477, as it relates to the Agency Shop provisions, from the pay of each employee covered by this Agreement, who does not furnish a written authorization for deduction of Union dues, a Representation Fee equal to 85% of the Union dues, as may be certified to the Board by the Union at least thirty (30) days prior to the month in which the deduction of dues is to be made, commencing ninety (90) days after the date of hire of such employee, and submit such dues in the same manner specified in Article IV, paragraph A.
- B. In the event of rehire, such Representation Fee shall commence after thirty (30) days after the date of rehire.
- C. The Union will indemnify and save harmless the Board against any and all claims, demands, suits or other forms of liability action, that shall arise out of the deduction of paragraph A above.
- D. When an employee who is paying either the union dues or representation fee, is assigned to work in a position which is not recognized as being a part of the OPIEU bargaining unit on an interim or temporary appointment basis, such employee's Union Dues or Representation Fee shall cease to be paid to the bargaining unit after the employee has been working in the interim or temporary assignment for a period in excess of 45 days.

Additionally, when an employee is assigned to work in a position which is recognized as being a part of the OPEIU bargaining unit on an interim or

temporary basis, the Board shall have no obligation to deduct either the Union Dues or Representation Fee until the employee has worked in the interim or temporarily assigned position for longer then 45 days.

ARTICLE VI COMPENSATION

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

Effective January 1, 2006 all salaries shall be increased by 3.5%, retroactive to January 1, 2006.

Effective January 1, 2007 all salaries shall be increased by 3.5%, retroactive to January 1, 2007.

Effective January 1, 2008 all salaries shall be increased by 3.5%.

- B. The parties recognize and agree that increments are a part of salary and as such, are mandatory subjects of bargaining. The parties also agree that increments are suspended for the term of this contract.
- C. There shall be an adjustment to the base salary of certain employees covered by this Collective Bargaining Agreement, and said adjustments shall be prior to any salary increase set forth in Paragraph A, above. Those employees who shall receive a salary adjustment, and the amount and year(s) of such adjustment are as follows:

Employee G. Dew P. Jaccoud C. Kett V. LaGrotteria D. Lampe M. Ligato L. Rayhon C. Rinyak P. Steckler	2006 Adjustment \$2500 \$1000 \$2500 \$1000 \$2500 \$1000 \$2500 \$1000 \$2500 \$1000	2007 Adjustment \$2500 \$1000 \$2500 \$1000 \$2500 \$1000 \$2500 \$1000 \$2500 \$1000
P. Steckler	\$2500	\$2500
G. Tross	\$2500	\$2500

D. The following listed employees shall have their base salary adjusted to \$66,698.25 effective January 1, 2006, or as soon thereafter as the employee became a member of the bargaining unit, added to which shall be the negotiated percentage increase set forth in Paragraph A above:

C. Corsair

J. Galli

D. Schaefer

G. Spier

N. Faulkner

G. Mullikin

- E. Building keys will be removed from all supervisors except those at Northern Ocean County Human Resource Center and the Ocean County Board of Social Services office in Manahawkin. The Director or his/her designee shall have the sole discretion of assigning keys to supervisors at the Toms River location. Supervisors with keys at those locations shall receive a stipend of \$20.83 per month. This stipend is only applicable to those supervisors who are in possession of the front entrance door key.
- F. The Special Response stipend shall be \$2.25 per hour on call and \$13.25 per hour for on duty work.
- G. In order for an employee to be eligible for the percentage increase set forth in Paragraph A above, said employee must have been a member of the bargaining unit on the effective date of the salary increase for the appropriate year. This shall include retirees.

ARTICLE VII EDUCATION

- A. The implementation of this Article shall be governed by the terms of the Educational Leave Policy of the Ocean County Board of Social Service, which shall in all terms be consistent as stated below:
- B. The Board agrees to pay for any course that an employee is required to take by the Board or the Director during the employee's course of employment with the Board. The Board shall reimburse employees for expenses and tuition related to courses that are directly related to the work the employee is performing on a daily basis, as an employee of the Board, or which enhances an employee's opportunity for a promotional title within this Agency.
- C. 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 Board in some measurable way.
- D. 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, or a B or 3.0 average if the course is a graduate 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 to the Director. All of the above materials must be submitted by September 15 of the contract year, in order to insure payment during the contract year.

- E. The Director shall inform the employee of his/her decision for reimbursement within thirty (30) days after the employee's request has been made to him/her. 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 his/her request within ten (10) days after the next regularly scheduled Board meeting.
- F. A maximum of three (3) employees may be offered an opportunity for educational leave for the purpose of pursuing full-time study, at the discretion of the Board.
- G. An employee may request time off during working hours on a case by case basis to attend classes held during the normal working hours. At the Board's discretion, the time may be granted.
- H. The Chief Steward can request to meet with the Director to review and discuss the Annual Training Plan prior to submission to the Board.
- I. An employee may request a leave without pay to attend a conference, seminar or training session directly related to an employee's daily work at the Agency, or, which might enhance a promotional opportunity at the Agency. This request is subject to the approval or disapproval of the Director. Such employee may not be granted more than one (1) approved leave under this provision within a calendar year. Any request for an unpaid leave greater than one (1) work day, if recommended for approval by the Director, shall be presented to the Board for its approval or disapproval.

- J. In accordance with the schedule set forth below, the Board agrees to reimburse social work supervisors for continuing education credits that are required to maintain certifications or licenses which enhance the social work supervisor's skills and contribute to their professional standing. The social work supervisor may seek reimbursement by submitting certification of attendance and proof of payment to their immediate supervisor. Additionally, to be eligible for this reimbursement, the social work supervisor must also submit yearly, a copy of their certification or license to the Director's Office. The reimbursement rate shall be as follow:
 - For the years 2006 and 2007, the Board shall reimburse up to an annual maximum of one hundred dollars (\$100);
 - 2. For the year 2008, the Board shall reimburse up to an annual maximum of two hundred dollars (\$200); and
 - Effective January 1, 2008 the Board will provide the Continuing Education Reimbursement by separate check, so long as said separate check is permitted by the IRS and New Jersey State Tax regulations.
- K. The Educational Leave and Staff Development and Training Policies set forth in the Board's Personnel Handbook shall be incorporated in Article VII, by reference, and shall thus be subject to grievance arbitration under the contract.

- L. Each employee covered by this agreement shall be entitled to one (1) paid professional leave day each year.
- M. It is agreed that this entire article, except for Subsection J, is in suspension through the term of this contract and until such time as a successor agreement is agreed to between the parties.

ARTICLE VIII TRANSPORTATION REIMBURSEMENT

- A. The mileage reimbursement for employees authorized and required to operate their own vehicles shall be whatever the current Federal IRS rate for business use of a vehicle is as published by the U.S. Government. Effective January 1, 2006 and again on each January 1st of this Agreement the rate shall be automatically adjusted in accordance with whatever the United States Internal Revenue Service has determined said mileage rate to be.
- B. The Board agrees to pay each employee who is required to utilize his/her automobile during the employee's working hours on Board business, an allowance per year per employee toward the cost of maintaining the employee's automobile liability insurance. The payments shall be in accordance with the following schedule:
 - Effective January 1, 2006 the allowance shall be four hundred and fifty dollars (\$450.00);
 - 2. Effective January 1, 2007 the allowance shall be five hundred dollars (\$500.00); and
 - 3. Effective January 1, 2008 the allowance shall be five hundred and fifty dollars (\$550.00).
- C. In order for an employee to qualify, be eligible and receive the automobile Insurance Liability payment, said employee <u>must</u>:
 - 1. Carry appropriate insurance coverage of at least

- \$100,000.00/\$300,000.00 liability on his/her vehicle, and said coverage must be maintained during the year;
- Effective January 1, 2007: Use his/her vehicle on Board business and submit a voucher for mileage reimbursement at least once in a calendar year; and
- 3. Adhere to all other applicable provisions of this Article.
- D. Only persons who actually can prove by submission of a canceled premium check, or such other document (e.g. statement from insurance company, receipt of payment, etc.) as required by the Administration, that they are carrying the insurance coverage as required under this Article shall be reimbursed.
- E. All reimbursement forms, vouchers and necessary information required to make disbursements under this Article will be submitted no later than November 1st of each calendar year. Transportation reimbursement shall be paid as soon as possible after the regularly scheduled December Board meeting. Payment will be made once during the year after the proper forms, vouchers and the necessary information are received.
- F. For any employee who was employed less than twelve months of service, the payment shall be prorated for each month of employment, or major fraction thereof based on the above. (\$37.50 per month effective January 1, 2006; \$41.67 per month effective January 1, 2007; \$45.83 per month effective January 1, 2008).

- G. Employees who leave the employ of the Board prior to December 31st shall receive their reimbursement for those months employed as soon as possible after the next regularly scheduled Board meeting following the last date of employment.
- H. Any employee who is not requested to operate his/her vehicle on authorized Board business, but uses his/her own vehicle to attend training seminars or courses, authorized by the Board, shall be eligible for mileage reimbursement.

ARTICLE IX BEREAVEMENT LEAVE

- A. Upon the death of a member of the immediate family, three (3) days bereavement leave with pay shall be allowed for each incident upon approval of the employee's immediate supervisor, when the employee is required to participate in, arrange or attend a funeral service. (Such Bereavement Leave shall not be cumulative from year to year.)
- B. Immediate family shall be defined as: spouse or person living in a spousal relationship, Domestic Partner (who holds and provides to the Board a New Jersey Domestic Partners Certificate, or other New Jersey State recognized and sanctioned certificate/license), child, parent, brother, sister, foster-parent, foster-child, foster-sibling, step-parent, step-child, step-sibling, grandparent, grandchild, step-grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, employee's aunt, employee's uncle, niece, nephew and other relatives or individuals living in the employee's home. Such leaves shall not be cumulative from year to year.
- C. The time during which bereavement leave will be taken shall be at the discretion of the employee and must be taken not more than ten (10) working days after the date of death.
- D. The employee shall provide the name of the deceased, his/her relationship to the employee and the date of death to the immediate supervisor at the time of the request.

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

ARTICLE X PERSONAL LEAVE

- A. Each employee may request up to four (4) personal days per calendar year. The personal days must be utilized for personal business that cannot be conducted during the hours when the Agency is not in operation. The employee shall not have to inform his/her supervisor of the nature of the personal business for which Personal Leave is requested.
- B. All requests for personal days shall be submitted to the employee's Administrative Supervisor no later than two (2) workdays prior to the date of the leave requested. A response shall be given to the employee's request as soon as possible but not later than (2) workdays after the date of the leave request. The Administrative Supervisor may waive the two (2) workday notice provision in an emergent situation. Personal Leave requests shall be submitted to the Administrative Supervisor on appropriate agency forms. Prior written authorization is required from the Administrative Supervisor before leave can commence.
- C. Annual personal leave shall be non-cumulative. In all instances, the approval of the Administrative Supervisor must be received before the leave is commenced. Requests for personal leave must be submitted in accordance with and in compliance with the Ocean County Board of Social Services' Personnel Handbook.

- D. No more than ten percent (10%) of the personnel within a given Department shall be permitted to take personal leave at the same time.
- E. Personal days will be prorated for employees in their first year of service according to time earned at one-third (1/3) day per month or major fraction thereof. Rehired employees shall earn personal days as new employees.
- F. Personal days will be prorated for employees according to time earned at one-third (1/3) day per month. If an employee leaves the employ of the Board for any reason before the end of the calendar year after having taken any personal leave for the year, he/she shall be charged with the unearned part of his/her personal leave which will be deducted from his/her final paycheck. For purposes of charging an employee with the unearned part of his/her personal leave, an employee shall be considered to have earned the yearly allowance of four (4) personal days after the completion of nine (9) full months of service in the year the employee leaves the employ of the Board.
- G. Employees may request personal time in hourly or greater increments.

ARTICLE XI SICK LEAVE

- A. All employees shall be credited with sick leave on the following basis: One (1) day per month or major fraction thereof during the first calendar year of his/her employment and fifteen (15) working days in every calendar year thereafter, which shall be credited to the employee as of the first of January of each year, to be accrued at the rate of one and one-quarter (1 1/4) sick days per month.
- B. The administration of sick days shall be in conformance with applicable Department of Personnel regulations.
- C. Any amount of sick leave allowances not used in any calendar year shall accumulate from year to year.
- D. Upon proof of retirement under P.E.R.S., the employee shall receive remuneration of one-half of his/her accumulated sick leave, up to a maximum of \$15,000.00. In order to be eligible for this benefit, all employees under the age of sixty (60) must have at least 1) twenty-five (25) years service credit with the Board.; and 2) must submit to the Director a written notice of retirement, no less than fourteen (14) calendar days and wherever possible, within thirty (30) calendar days, prior to the employee's anticipated retirement date; and, 3) must resign in good standing. Effective January 1, 1997, the maximum accumulated sick leave for new hires or newly promoted individuals will be \$12,000.00. Those previously grandfathered in or returned to service after non-disciplinary demotion out of the unit shall retain the \$15,000.00 figure applicable under past Board resolutions.

- E. For any break in service, up to a maximum of one (1) year, the employee, upon return to the Board, shall have deducted from his/her entitlement of sick leave credit, a pro-rated number of sick days for the months of the break of service. The provision shall only apply to employees who terminate their employment in good standing and return to work with the Board within one (1) year of the termination date.
- F. For any break in service, in excess of one (1) year, the employee shall not be entitled to any credit for sick days previously accumulated.
- G. Employees who do not utilize any sick leave within a calendar quarter shall be entitled to a payment of thirty-seven dollars and fifty cents (\$37.50) for that quarter, payable in the first pay period following that quarter
- H. If an employee, for any reason, has utilized more sick time than he/she has earned at the time of resignation or termination, the Board shall make the necessary adjustment in the employee's last paycheck to recoup pay for this time.
- I. Any overdrawn or overused sick leave will be repaid to the Board by the employee if adequate time future leave exists. This time may be deducted from the next year's allotment.
- J. Sick leave will not be earned while an employee is out of work on a leave of absence without pay or while the employee is out of work on worker's compensation.

ARTICLE XII VACATION LEAVE

- A. Every employee shall be granted annual leave for vacation purposes with pay in accordance with the following schedule:
 - One (1) working day for each full month of service or major fraction thereof during the first calendar year;
 - 2. Following an employee's first calendar year, vacation leave shall be earned as follows:

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

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

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

After twenty (20) years of service through twenty-five (25) years of service = twenty-five (25) working days per year;

After twenty-five (25) years of service through thirty (30) years of service = twenty-seven (27) working days per year;

After thirty (30) years of service = thirty (30) working days per year.

3. Effective January 1, 1997, the maximum vacation leave that will be credited to an employee is twenty-five (25) working days at twenty (20) years of service. Employees already receiving vacation leave in excess of twenty-five (25) days will be grandfathered at that number.

- B. New employees shall only receive one (1) working day for the initial month of employment if they begin work on the 1st through the 8th of the calendar month, and one-half working day if they begin work on the 9th through the 23rd of the month. The request for the use of the individualized days should be in writing and a response from the supervisor should be in writing.
- C. All vacations must be scheduled by April 1, but employees will be permitted to exempt at least five (5) days from this schedule, to be used at a later time as long as prior permission is received from the employer's supervisor and subject to the Director's approval. The request for the use of the individual days must be in writing and the supervisor's response will be in writing.
- D. In the year 2006, an employee may carry over up to five (5) vacation days (35 hours) into the 2007 calendar year. However, due to the change in working hours which will occur during the term of this collective bargaining agreement (effective January 1, 2008), effective in the year 2007 and going forward, an employee may carry over up to 37.5 hours in the next year. (Example: up to 37.5 hours of 2007 vacation hours may be carried into 2008). Each year thereafter up to 37.5 hours may be carried over. All time carried over must be scheduled first and used within the year carried into.
- E. For any break in service, up to maximum of one (1) year, the employee, upon return to the board, shall have deducted from his/her entitlement of vacation credit the number of months of break in service. This provision shall only apply

- to employees who terminate their employment in good standing and return to work with the Board within one (1) year of the termination date.
- F. For any break in service, in excess of one (1) year, the employee shall not be entitled to any credit for vacation previously accumulated.
- G. An increase in vacation leave shall be granted at the beginning of the calendar year in which the years of service requirement will be met.
- H. If an employee, for any reason, has utilized more vacation time than he/she has earned at the time of resignation or termination, the Board shall make the necessary adjustment in the employee's last paycheck to recoup pay for this time. If the employee still owes the Board, reductions may be made in any other account claimed by the employee until the employer is made whole.
- I. Should a paid holiday occur during an employee's vacation, he/she shall be entitled to an additional vacation day.
- J. The Board agrees to permit vacation pay that will be earned during the same calendar year to be paid in advance to any employee that gives the Director's office at least thirty (30) days notice of the employee's request for such pay prior to the commencement of vacation. However, if any employee is scheduled to retire or otherwise leave service in that year, the amount of vacation paid will be prorated, on an annual basis.
- K. Vacation time may be utilized in increments of fifteen (15) minutes.
- L. The Administrative Supervisor shall have the right to designate the coordinating groups for vacations, and shall determine which employees fall within which coordinating group.

ARTICLE XIII INSURANCE

- A. The Board agrees to continue in full force and effect, the current paid hospitalization coverage now in effect for all employees covered by this agreement together with their eligible dependents. The Board's health and hospitalization plan shall be the New Jersey State Health Benefits Program. The Board reserves the right during the term of this Agreement to change insurance carrier as long as such change does not result in a reduction in benefits.
- B. The Board agrees to continue to provide through State Health Benefits plan a prescription drug plan for all employees and eligible dependents. The co-pay during the year 2006 was five dollars (\$5.00) for non-generic, one dollar (\$1.00) for generic, five dollars (\$5.00) for non-generic mail order and one dollar (\$1.00) for generic mail-order drugs, and may be changed to such other amount as may be set by the State Health Benefits plan, or any other carrier that the Board may select. The Board reserves the right during the term of this Agreement to change insurance carrier as long as such change does not result in a reduction in benefits.
- C. The Board will maintain the current dental plan now in effect for all employees and eligible dependents. The Board's dental benefits plan shall be Blue Cross/Blue Shield Dental Option Plan, administered through Direct Dental Network. The Board reserves the right during the term of this Agreement to

- change insurance carrier so long as such change does not result in a reduction in benefits.
- Paid health and hospitalization with prescription coverage shall be provided to D. employees who are on an approved PERS retirement and who have a minimum of twenty-five (25) years credited in PERS or to employees on an approved PERS retirement who are age sixty-two (62) or over and have been employed by the Board for a minimum of fifteen (15) years, or to employees on an approved PERS disability retirement. Such employees and eligible dependents, for the employee's lifetime, shall be entitled to receive paid hospitalization/major medical or HMO coverage. The Board's health and hospitalization plan shall be the New Jersey State Health Benefits Program. Prescription coverage for the retiree and any eligible dependents will be at the level provided by the State Health Benefits plan, for the lifetime of that employee. The Board reserves the right during the term of this agreement to change insurance carrier as long as such change does not result in a termination or reduction in benefits. The employee dental benefits plan shall be Blue Cross/Blue Shield Dental Option Plan, administered through Direct Dental Network. Retirees may purchase coverage for dental under COBRA for the period provided by COBRA Regulations.
- E. Employees who are not entitled to health care in accordance with the above provisions shall have a right to remain in the New Jersey State Health Benefits

Program at their own expense, provided they meet all SHBP requirements including the timely application for benefits.

- F. Any and all disputes relative to participation in and/or coverage under the New Jersey State Health Benefits Programs or Direct Dental Network shall not be subject to grievance and/or arbitration under this Agreement.
- G. In the event the State of New Jersey implements changes to the State Health Benefits Program with respect to any CWA State employees, said changes will become a part of this Agreement without further negotiations including any copay increases and/or contribution required rates. This will not be negotiable at the next immediate contract renewal. Said changes shall take effect upon the next immediate renewal date after the passage of the State's implementing regulation, statute or Collective Bargaining Agreement language.

The Status Quo shall remain in effect until the expiration of this agreement, at which time the CWA changes become a part herein unless otherwise required by law or the SHBP.

- H. The Board will provide additional benefits to domestic partners who hold and provide to the Board a New Jersey Domestic Partners Certificate, or other New Jersey State recognized and sanctioned certificate/license, if and when such benefits are made available to the County of Ocean to their employees.
- Flex spending accounts may be created at Board's discretion. No employee will be required/obligated to participate.

ARTICLE XIV SENIORITY

- A. Seniority, which is defined as continuous, unbroken service with the Board, will be given consideration by the Board, with respect to promotions, layoff and recall; service will be considered unbroken, for the purpose of this clause, if an employee who has served continuously with the Board for at least one (1) year should resign his/her position and be rehired by said Board within seven (7) days of said resignation, subject to Department of Personnel regulations.
- B. If an employee resigns or is terminated due to layoff, he/she shall retain his/her seniority credit accrued up to the initial date of the service break, if the employee is rehired by the Board within one (1) year from the break in service. For any break in service in excess of one (1) year, the employee shall not be entitled to retain prior seniority credit.
- C. Riffed employees who are demoted out of the unit for non-disciplinary reasons, and who are subsequently restored to a prior OPEIU title within five (5) years, shall receive their salary compensation at the greater of either their current CWA rate or their prior OPEIU salary.

ARTICLE XV JOB POSTINGS, PROMOTIONS AND TRANSFERS

- A. A job opening or vacancy shall be posted on an appropriate bulletin board for a period of seven (7) working days. This posting shall include the anticipated minimum and maximum salary for the position to be filled.
- B. The Board will give due consideration in filling job openings by promoting employees, from the next lower rated job title, or transferring employees in the same salary range who possess the requirements enunciated by the Department of Personnel and who are subsequently certified by the Department of Personnel.
- C. If in the sole opinion of the Director there are two (2) or more employees with equal qualifications and ability to perform the work, the employee with the greatest seniority will be given preference provided that this decision of the Director is not subject to the grievance procedure.
- D. All promotions and promotional policies are subject to Rules and Regulations of the Department of Personnel.

ARTICLE XVIUNION LEAVE

- A. A total of fifteen (15) paid days in the aggregate per calendar year will be granted for union activities to employees who are designated by Local 153 to attend conferences, conventions and meetings of the Union and hearings and conferences involving the Union and the Board before the Public Employment Relations Commission and the Office of Administrative Law.
 - 1. All such leaves must be requested from the Director and may not be taken if it interferes with the workload of the employee's work unit or the Director determines that it will be otherwise harmful to the Agency. Further, employees must give the Director at least forty-eight (48) hours written notice prior to leave. Any request for unpaid leave above the total of fifteen (15) days granted above, will be granted at the discretion of the Director and such approval shall not be unreasonably withheld.
- B. The Chief Shop Steward or his/her designee shall be entitled to use the paid leave days referred to in Section A of this article to conduct union business, attend conferences, conventions, meetings of the Union, matters of the Union before P.E.R.C. and/or the Office of Administrative Law.
- C. Union members, designated by the Union, shall also be granted use of the paid days referred to in Section A, to participate in lawful Union activities. The Union shall request these days from the Director not less than two (2) full work days in advance of the time requested. Such requests will not be unreasonably denied. In emergent situations, Director shall consider exceptions to the two-work day notice.

ARTICLE XVII UNION REPRESENTATIVES

- A. Accredited representatives of the Union may enter the Board facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Union decides to have its representative enter the Board facilities or premises, it will request such permission from the Director or in the Director's absence, the Director's designee and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operation of the business of the Board or normal duties of the employees. There shall be no Union business transacted or meetings held on Board of Social Services time or property, except as indicated in paragraph E below.
- B. The Union shall furnish the Board with the name of the steward for each work site by January 1st each year. The Union shall notify the Board of any changes in the steward(s) as they occur. The stewards shall represent the Union in the settlement of grievances with the Board.
- C. Grievances may be filed with the appropriate shop steward during working hours, provided that all members of the bargaining unit observe all of the work rules of the Agency and provided that the pendency of any grievance in no way interrupts the work, activities, programs or missions of the Agency.
- D. The Board agrees to allow a Union representative to have a maximum of twenty (20) minutes at the end of a new employee's orientation program. However, any employee attending such a program who does not wish to remain has the right to

- leave and this will be announced prior to the opening of the Union's program.
- E. The Union will be allowed to hold union meetings, but not during working hours, in the employers facility in a room designated by the Director, provided that the Union requests such room availability at least seventy-two (72) hours before a meeting of the Union is to take place, and agrees to pay the cost of providing building coverage as outlined in the letter dated June 12, 1996 re: "Cost of after hours Building Coverage & Health Insurance Coverage."

ARTICLE XVIII MANAGEMENT RIGHTS

- A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights, except as may be specifically modified by this Agreement:
 - To the Executive Management and Administration, control of the Board of Social Services and its properties and facilities and the activities of its employees.
 - To hire all employees and subject them to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
 - To suspend, demote, discharge or take other disciplinary action for good and just cause according to law and subject to the grievance procedure.
 - 4. The Board shall make all determinations without challenge, as to the methods, means and operational procedures to effect the full mission of the Agency.
 - 5. The Board reserves the right to relieve from work, any employee at any time for legitimate reasons.
 - B. The exercise of the foregoing powers, rights, authority, duties and responsibilities

of the Board, adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection with shall be limited to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.

- C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, powers, authority, duties and responsibilities under R.S. 44 and R.S. 11A or any other National, State, County or Local Laws or ordinances.
- D. No management right, reserved to the discretion of the Board by the terms of this Agreement, shall be made the subject of a grievance.

ARTICLE XIX WORK OUT OF CLASSIFICATION

The Board agrees that if an employee is required to work out of the employee's regular job classification for a period in excess of five (5) consecutive days in a higher classification, then the employee shall receive the rate of pay for the classification in which the employee is working for all days worked in that classification, after the first five (5) consecutive days have elapsed.

ARTICLE XX WORK CONTINUITY

- A. The Union covenants and agrees that during the lifetime of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any Strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his/her position, or stoppage of work or absenteeism in whole or part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Board. The Union agrees that such action would constitute a material breach of this Agreement.
- B. The Union, during the life of this Agreement, will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Board.
- C. Nothing contained herein shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damage or both in the event of such breach by the Union or its members.

<u>ARTICLE XXI</u>

Paid holidays as referred to in this section include legal holidays as fixed by Α. statutes, those being:

> New Year's Day Lincoln's Birthday Good Friday Independence Day

Columbus Day Veteran's Day

Day after Thanksgiving

Martin Luther King's Birthday

Washington's Birthday

Memorial Day

Labor Day **General Election Day**

Thanksgiving Day

Christmas Day

- Whenever any holiday listed above falls on a Sunday, the following day is also a B. holiday. Additional holidays shall be established from time to time by the Board.
- If any of the above holidays falls on a Saturday, the holiday shall be celebrated C. on the preceding Friday, except when legally designated to be celebrated on another day.
- For the years 2006 and 2007, in order to receive compensation for a holiday, an D. employee must be in a pay status for the full work day (7 hours) before the holiday and the full work day (7 hours) after the holiday. Beginning in the year 2008 (January 1, 2008), in order to receive compensation for a holiday, an employee must be in a pay status for the full work day (7½ hours) before the holiday and the full work day (7½ hours) after the holiday.
- Lateness and/or Union leave paid or unpaid before and/or after a holiday shall E. not disqualify an employee from receiving holiday compensation. If an employee

is not expressly suspended on a holiday, he/she shall be paid for the holiday, if he/she is suspended without pay on the day before and/or after the holiday.

ARTICLE XXII LONGEVITY PAY

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

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

- B. For any break in service, up to a maximum of one (1) year, the employee, upon return to the Board shall have deducted from his/her entitlement for longevity credit the months of break in service or a major fraction thereof in determining the effective date for longevity purposes.
- C. For any break in service, in excess of one (1) year, the employee shall not be entitled to any credit for longevity purposes.
- D. No credit shall be given for any temporary employment with the Board.
- E. Longevity shall be grandfathered for those who are currently receiving it.

Individuals being promoted into the unit who previously held the benefit or who held this benefit under the CWA contract shall continue to receive longevity. Individuals hired who did not have the benefit previously will not receive longevity payments.

ARTICLE XXIII FINANCIAL RESTRICTIONS

The parties agree that the payment of any fringe benefit, except for salaries, hospitalization, major medical, prescription, dental, sick leave, bereavement leave, personal days and vacation will be paid only if sufficient funding is available, at the discretion of the Director, upon approval of the Ocean County Board of Social Services. The Director agrees to notify the Union thirty (30) calendar days in advance of any decision the Director may make to withhold payment of a fringe benefit on the basis that insufficient funding is available.

ARTICLE XXIV VISION CARE

A. The Board agrees to continue a Vision Care Reimbursement Program as follows:

	2006	<u>2007</u>	<u>2008</u>
Single Lens	\$55.00/ year	\$75.00/ year	\$80.00/ year
Bi/Tri Focal	\$65.00/ year	\$85.00/ year	\$90.00/ year
Contact Lens	\$55.00/ year	\$75.00/ year	\$80.00/ year
Eye Exam	\$55.00/ year	\$75.00/ year	\$80.00/ year

- B. The above reimbursement schedule or actual cost, whichever is less, shall apply to the employee only. Each eligible employee may receive only one (1) payment for glasses and one (1) payment for an eye examination every year.
- C. In order for an employee to obtain reimbursement, he/she must submit a valid receipt for the above-specified services and the necessary vouchers for submission to the Board.
- D. The Board, upon certification that the receipt is valid, will make payment as soon as possible after the next regularly scheduled Board meeting.

ARTICLE XXV INVOLUNTARY TRANSFERS

Employees shall be given three (3) days notice of the Board's intent to transfer (except transfers at the end of the working test period) them to another position, except in an emergent situation. An employee who is transferred shall have the right to discuss the reasons therefore with his/her Supervisor or the Assistant Administrative Supervisor and/or Administrative Supervisor. Except in unusual circumstances, such discussion shall take place prior to the effective date.

ARTICLE XXVI PERSONNEL FILES

- A. Warning memoranda and/or corrective memoranda shall be removed at an employee's written request, anytime after two (2) years from the date of the document sought to be removed, if the employee has received no additional warning and/or corrective memoranda.
- B. Reprimands will be removed, at an employee's written request, after three (3) years from the date of the reprimand, provided the employee has received no other disciplinary action. The Director has ten (10) working days to remove the documents from the date of receipt of the written request and confirm in writing to the employee that the documents were removed.
- C. Employees shall have the right to review their personnel files upon appropriate and timely request to the Director. Employees shall review personnel files on the employee's time.
- D. The employee shall have a right to insert a list reflecting the documents which are contained in the employees Personnel file after their review.

ARTICLE XXVII SEVERABILITY AND SAVINGS

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

ARTICLE XXVIII FULLY BARGAINED PROVISION

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

ARTICLE XXIX DONATED LEAVE PROGRAM

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

ARTICLE XXX DURATION

The parties agree that this contract shall be in full force and effect retroactive to the 1st day of January 2006 and shall remain in full fore and effect through the last day of December 2008.

OCEAN COUNTY BOARD OF SOCIAL SERVICES	OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 153	
RONALD S. DANCER, Chairperson	SecTreas.	
ROBERT A. GREITZ, ESQ. Attorney for the Ocean County Board of Social Services	Bus. Rep,	
	Chief Steward	
	BARGAINING COMMITTEE	

APPENDIX I TITLES AND RANGES

<u>TITLE</u>	RANGE
Child Support Supervisor	25
Human Service Specialist 4	25
Human Service Specialist 4 (Bilingual)	25
Social Work Supervisor	25
Social Work Supervisor (Bilingual)	25
Supervising Clerk	19
Supervising Account Clerk	19
Supervising Clerk Typist	19
Supervising Account Clerk Typist	19
Supervising Data Entry Machine Operator	19
Supervising Telephone Operator	19