

**LABOR-MANAGEMENT RELATIONS**  
**AGREEMENT BETWEEN**  
**BERGEN COUNTY BOARD OF SOCIAL SERVICES**  
**AND**  
**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (LOCAL 1031)**

**JANUARY 1, 2016 THROUGH DECEMBER 31, 2019**

For presentation and Approval:

To: The Members of the Bargaining Unit and to the Bergen County Board of Social Services  
for ratification and approval.

Administrative Supervisors Unit

## LABOR-MANAGEMENT RELATIONS AGREEMENT

Except as otherwise stated herein, this Agreement shall be effective on the 1st day of January, 2016, notwithstanding the actual date of execution by the BERGEN COUNTY BOARD OF SOCIAL SERVICES (hereinafter referred to as the "Board"), whose address is 218 Route 17 North, Rochelle Park, New Jersey 07662, and COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (hereinafter referred to as the "Union"), Local 1031.

ARTICLE 1  
UNION RECOGNITION  
Administrative Supervisors Unit

The Bergen County Board of Social Services ("BCBS") hereby agrees to recognize the Communications Workers of America, AFL-CIO, Local 1031 as the sole and exclusive collective bargaining representatives of the employees of the Board (hereinafter referred to as the "Bargaining Unit"), who perform work specifically enumerated in the Certification of Recognition, Docket No. R0-2011-062 as "all regularly employed administrative supervisors of the Bergen County Board of Social Services including but not limited to: Administrative Supervisor, Assistant Fiscal Officer, Assistant Administrative Supervisor, Administrative Supervisor of Social Work, Training Supervisor and Senior Personnel Tech employed by Bergen County Board of Social Services."

Excluded from such representation are all other represented employees in differing bargaining units, confidential secretaries, confidential employees and managerial executives within the meaning of Title 34A of the New Jersey Employer-Employee Relations Act and the regulations promulgated in accordance therewith (collectively, the "Act"), and any title not specifically set forth above. Bargaining unit work shall not be assigned to excluded employees. Whenever an employee is removed from the Bargaining Unit due to the confidential nature of his/her work or due to his/her promotion into an excluded position, the Board shall provide notification to the Union ten (10) days prior to such removal. Whenever an employee in the Bargaining Unit leaves the Union, the Union shall provide notification to the Board within ten (10) days of such leaving.

If the Board shall create a new position, the Board shall notify the Union of the Board's views concerning inclusion or exclusion in the negotiation unit and, if included in the Bargaining Unit, the salary range that the Board proposes to assign to the position. The parties recognize there are negotiable matters concerning such new positions.

Full time employees are those scheduled to work thirty-five (35) hours or more per week. This definition shall not exclude full-time employees from the unit who work less than thirty-five (35) hours per week due to family leave, approved voluntary furlough, or any other recognized leave, paid or unpaid. There are presently no part-time employees, defined as non full-time employees scheduled to work less than thirty-five (35) hours per week, in this bargaining unit, and the parties agree that the work being performed requires full time employees. If, in the future the Agency determines that it needs to have the option to hire part-time employee(s) for this bargaining unit, the Agency agrees to engage in collective negotiations with the Union with respect to rates of pay, benefits, and all matters that affect the work and welfare of any proposed part-time positions, subject to the condition that it shall reach agreement on such terms with the Union prior to initiating the recruitment, selection, and hiring of any part time employee and that the Agency shall not set such terms unilaterally or by imposition. In addition, in the event that the number of part-time employees exceed 10% of the number of full-time employees of the bargaining unit, such part time employees shall receive, if not already provided, the same health benefits as full time employees in the unit (or compensation equal to the valuation of such health benefits).

ARTICLE 2  
TERM OF AGREEMENT

Except as otherwise stated herein, this Agreement shall be in full force and effect beginning January 1, 2016 through December 31, 2019 and shall continue in force thereafter until a Successor Agreement is negotiated to agreement.

ARTICLE 3  
COLLECTIVE BARGAINING PROCEDURES

A. Collective bargaining with respect to rates of pay and all matters that affect the work and welfare of the Bargaining Unit, subject to the applicable provisions of law, shall be conducted by the duly authorized bargaining agent(s) of each of the parties together with not more than three (3) additional representatives participating in collective bargaining meetings, except by consent of both parties.

B. The bargaining sessions shall begin at a mutually agreed upon time on the date agreed upon and Union representatives (not exceeding the number shown in Section A. of this Article) on duty that day shall be permitted to attend that bargaining session and subsequent regularly scheduled bargaining sessions without loss of pay, and to attend meetings before and after negotiating not to exceed thirty (30) minutes in total without loss of pay.

ARTICLE 4  
HOURS OF  
WORK

Except as modified by the Extended Hours program below or by any agreed upon modification to reasonably accommodate an employee's request, both described below. All full time employees covered under this Agreement shall be scheduled to work as full time employees a seven (7) hour work-day for a total of thirty-five (35) hours per week between the hours of 7:30 a.m. to 5:30 p.m., Monday - Friday. There shall be an unpaid lunch period of one (1) hour and two (2) paid fifteen (15) minute breaks such that each Unit employee's work day shall be eight (8) consecutive hours inclusive of the one (1) hour unpaid lunch. Each break shall not exceed fifteen (15) minutes and will not be used to either lengthen a lunch hour or shorten the work day. All start times, lunch periods and break periods will be set by the Director (all references in this Agreement to the "Director" shall include, in the Director's discretion, the Director's Designee). The Director or his/her designee will notify the Union prior to any changes and give the Union the opportunity to discuss any changes in advance and, subject to the approval of the Board, shall have the right for efficient operation of Board affairs to make changes in the starting and ending times of the work schedule so long as the total work time does not exceed seventy (70) hours in each two (2) week pay period. The agency will make reasonable efforts to accommodate an employee's preferred schedule, subject to the operational needs of the Agency and in no event shall an employee be involuntarily scheduled for a start time before 8 A.M.

Extended Hours will consist of one of the following two options, at the agency's discretion subject to the following:

Option 1: The Current Extended Hours as of January 1, 2016:

One (1) day per week wherein the Agency will be open from 8:00 a.m. until 8:00p.m. Employees participating in the Extended Hours Program shall be permitted to work any one of the following work shifts:

1. 12:00 (noon) to 8:00p.m. on the extended day with a one (1) hour unpaid lunch and two (2) paid fifteen minute breaks.

2. 8:30a.m. to 8:00p.m. on the extended day with a one (1) hour unpaid lunch and three (3) paid fifteen (15) minute breaks.

3. 8:00 a.m. to 8:00 p.m. on the extended day with a one (1) hour unpaid lunch, another one-half (1/2) hour unpaid meal break and three (3) paid fifteen minute breaks.

4. No employee shall be required to work over title unless they are compensated at the hourly rate of the higher title.

5. Any time off during a scheduled extended hour day shall be charged as actual

hours (10 1/2 hours) for those on the 8:00a.m. to 8:00p.m. or 8:30 a.m. to 8:00p.m. schedule who take a full day off.

6. Full time employees who work the ten and one-half (10 1/2) hours extended day twice in any pay period shall receive one (1) seven (7) hour day off.

7. If a Holiday falls on an employee's day off, the employee shall have the option to take the day off before or after the Holiday. If the employee chooses the option of a day off, such employee must provide written notice to the employee's supervisor of the chosen day within two (2) weeks after the Extended Hours Program schedule has been received by such employee.

#### Option 2:

The Agency will be open from 8:00 a.m. until 6:00 p.m. each week day. Employees working extended hours under this option would agree to work a shift that begins at 10:00 a.m. and ends at 6:00 p.m., The schedule will be as mutually agreed upon by the employee and the Board, and in the event that employees do not mutually agree to work such an extended shift it may be assigned by inverse order of seniority, subject to the specific needs of the assignment. The implementation of this schedule shall not result in unit employees being required to regularly perform duties of those they normally supervise and so implementation of this option is contingent upon agreement to such a schedule by Local 1089 employees.

8. If the Agency changes its extended hour's schedule, at least 60 days notice shall be given prior to implementation.

9. There shall be an Extended Hours Committee consisting of two (2) representatives appointed by Local 1031, one from the members of Unit A and one from the members of Unit B, two (2) representatives of member of Local 1089 and representatives of the Board equal in number to the total number of representatives from all bargaining units. The Committee shall elect a Chairperson from among its members. The Committee shall meet at least once per month as needed. The Committee shall consider any problems which may arise in the Extended Hours Program.

ARTICLE 5  
PERSONAL LEAVE

Each employee in the Bargaining Unit shall be entitled to take up to four (4) days per calendar year for personal leave. Such personal leave days shall not be carried over to the following year. During the first calendar year of employment, personal leave days shall be earned at the rate of one (1) day for each completed three (3) months of the calendar year. Exempt employees in the bargaining unit shall be permitted to take personal leave upon notice to and approval from their supervisor. The supervisor's approval shall not be unreasonably withheld and such requests shall be subject to the operational needs of the agency.

For non-exempt employees in the bargaining unit except in case of emergency, or where advance notice is not possible, as in for example, a school closing, the employee seeking to use personal leave shall seek prior approval, in writing, from the supervisor at least 48 hours in advance and such approval shall not be unreasonable denied. A request to use non-emergency personal leave that is not made at least 48 hours in advance may be approved or denied by the supervisor at their discretion. Prior approval is not required for emergency personal leave. The taking of personal leave in hourly increments is permitted. Each employee in the Unit must use all, but one (1) of his/her personal days by December 1 of the calendar year.

Persons hired after January 15, 2013 shall have three (3) personal days per calendar year for personal leave. During the first calendar year of employment, personal leave days shall be earned at the rate of one (1) day for each four (4) months of the calendar year during the calendar year of employment. However, notwithstanding the above, no new hire shall be required to reduce the amount of personal leave that he or she has in a prior position with the Board.



ARTICLE  
6  
HOLIDAYS

A. DEFINITION: Holidays referred to in this section include legal holidays as fixed by statute and/or current practice of the Employer. The paid Holidays are:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Election Day	President's Day
Veteran's Day	Good Friday
Thanksgiving Day	Memorial Day
The day following Thanksgiving Day	Independence Day
Christmas Day	

Whenever any Holiday falls on a Sunday, the following day shall become the designated Holiday. Whenever a Holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. A Holiday shall also include any other day established as a Holiday by proclamation of the Board.

B. GENERAL INFORMATION AS TO HOLIDAYS

1. If a Holiday shall fall during an employee's vacation, such day shall not be charged against the employee's vacation time.

2. Holidays falling within a period of paid absence will entitle the employee to pay for such Holiday. Periods of paid absence are: sick leave, vacation leave, compensatory time off and personal time.

3. Holidays falling during an unpaid leave of absence will not be credited or paid.

4. Employees who work on a Holiday shall be entitled to be entitled to be paid at the rate of time and one-half (1 1/2) for such hours worked on such Holiday and to receive Holiday pay for that day.

ARTICLE 7  
SICK LEAVE

A. Sick leave may be granted for:

1. Personal illness by reason of which the employee is unable to perform his or her usual duties.

2. Serious illness of a member of the employee's immediate family or household, as such family and household are defined under Bereavement Leave, which illness requires the attention and care of the employee. The sick leave granted under these circumstances shall in no event exceed five (5) working days without approval of the Director or designee. If not approved for extended sick leave, such employee must use vacation leave and/or personal leave or must apply for family leave.

B. An employee requesting sick leave shall call no later than fifteen (15) minutes after the start of their workday. All calls should be to the employees immediate supervisor/administrator, and if unreachable, call 201-368 - 7697 giving name, date, reason and length of absence. In addition, an employee may call earlier than fifteen (15) minutes before start of a shift. In such a case, they shall call the designated number.

C. Non-exempt employees with Supervisor approval may use sick leave in hourly increments for physician/hospital visits if they are unable to schedule such visits before or after working hours. Employees are to present proof, containing name, date and time of visit, for those scheduled visits. The Director or designee retains the right to conduct an inquiry into these hourly increment requests and/or require additional information if necessary for the sole purpose of verifying that such requests are for the intended purpose. Exempt employees shall not require such "Supervisor approval", but shall give prior notice.

D. Agency procedure for earning and accumulating sick leave shall be as follows:

1. Each employee shall earn one (1) working day for each full month of service during the remaining months of the first calendar year of employment.

2. After the first calendar year, permanent employees shall earn and accumulate sick leave at the rate of one and one-quarter (1 1/4) working days per month for each calendar year of employment.

3. An employee shall work a majority of the working days of a calendar month in order to earn and accumulate sick leave time at the applicable rate. Such earned sick leave may be utilized by the employee even though it may not be reflected on the employee's pay check.

4. Accumulated sick leave shall be forfeited by an employee upon such employee's separation (including deferred retirement) from employment with the Board, except if such separation is for the purpose of retirement.

5. Any employee using a sick leave day on the working day prior or subsequent to a holiday may be asked to provide medical evidence justifying the absence.

6. An employee, who has been absent on sick leave for periods totaling fifteen (15) days in one calendar year consisting of periods of less than five (5) days, may be required to submit medical evidence reasonably acceptable to the Board for any additional sick leave in that year unless such illness is of a chronic or recurring nature. Doctor's notes and medical certificates shall be kept confidential pursuant to applicable law.

7. Abuse of sick leave will subject the employee to disciplinary action.

ARTICLE 8  
UNSCHEDULED  
ABSENCES

If for any reason an employee is unable to report for duty, he/she must notify his/her supervisor, and if that supervisor is not available, the person designated by the Director, as soon as possible and within fifteen (15) minutes prior to or after the scheduled starting time. Irregular or poor attendance may result in disciplinary action. Employee shall follow call-in procedure for use of sick leave set forth in Article 7B. An employee absent from work without notification for five (5) consecutive working days shall be considered to have resigned from his/her position.

ARTICLE 9  
WORKER'S COMPENSATION LEAVE

Subject to the approval of the Board, an employee of the Board who is disabled through injury or illness arising out of, or in the course of the employment (as defined and determined by N.J.S.A. 34:15-1 et New Jersey Workers' Compensation Act), and who is unable to work, may elect to utilize accumulated sick leave. In lieu of using accumulated sick leave, an employee may elect to request a leave of absence as provided by the Article which, if granted, shall not reduce accumulated sick leave. Any employee paid salary or wages due to utilization of sick leave shall assign to the agency any workers' compensation award made for temporary disability because of the same injury or illness requiring such leave. Within the first seven (7) days of leave, the employee shall have the option of notifying the agency as to his or her election and if no election is made, the employer shall have the right to determine the election.

For a period of sixty (60) calendar days following the date of injury or illness requiring Workers' Compensation leave, if an employee elects not to use sick leave, or sick leave is insufficient to cover the sixty (60) day period, an employee who is disabled as defined above shall be eligible for Workers' Compensation Leave. Workers' Compensation Leave shall allow the employee full use of the workers' compensation insurance carrier and temporary worker's compensation payments shall be payable directly to the employee.

After the sixty (60) calendar day period has expired, an employee who remains disabled, as defined above, shall begin to receive the full salary to which such employee would be otherwise entitled, with no reduction in accumulated sick leave. Full wage benefits paid by the Board pursuant to this paragraph shall terminate after six months and thereafter the employee shall continue to receive temporary workers' compensation payments if he or she continues to be disabled. Any such employee who receives such full salary shall assign all temporary workers' compensation payments to the Board for that up to six month period. During that up to six month period, the disabled employee is subject to a ninety day review upon request of the Board, unless the employee's condition is such that review is not reasonable.

For all leave granted under this Article, the Board may require that the employee be examined by a physician designated by the Board to determine the nature, cause and extent of the injury or illness. The cost of such examination shall be paid by the Board. Failure of the employee to submit to such examination shall disqualify such employee from further benefits under this Article and subsequent absences shall be deemed unexcused.

Any employee who has been rejected for this leave by the Board may reapply to the Board upon submission of further independent medical verification. Any employee who has been granted leave shall continue to accrue all time, leave benefits and health benefits during the duration of approved leave.

ARTICLE 10  
JURY DUTY

A leave of absence with pay shall be granted to any employee called for jury duty, provided proper notification has been given to the Director or his designee. This leave of absence shall not be charged against employee's vacation or sick leave privileges. For the time served on Jury, full pay will be given according to the basic rate of pay usually received for a standard work period. Fees received as a juror, other than meal and travel allowances, shall be returned to the Board.

ARTICLE 11  
BEREAVEMENT LEAVE

Employees shall be entitled to bereavement leave with pay to attend or make arrangements for the funeral of a member of their immediate family. No more than five (5) days leave with pay per occurrence may be utilized for the death of a spouse, partner, child or parent; no more than three (3) days leave with pay per occurrence may be utilized for the death of other members of the immediate family, as defined below. Sick leave may be used in addition to bereavement leave in the event that additional days are needed during the calendar year in accordance with Civil Service Regulations. Immediate family is defined as and is limited to brother(s), sister(s), mother-in-law, father-in-law, brother(s)-in-law, sister(s)-in-law, son(s)-in-law, daughter(s)-in-law, grandparents, grandchildren, step-parent or any other relative residing in the employee's household. A partner's mother, father, brother, sister, son and daughter shall be considered immediate family as described above.

ARTICLE 12  
LEAVE OF ABSENCE

A. Leave without pay. A permanent employee may, for reasons satisfactory to the Board (in its reasonable discretion), be granted a personal leave of absence without pay and without service credit for time absent for a period not to exceed six (6) months. In making such a determination, the Board shall not unreasonably deny such request for a personal leave of absence. An additional period not to exceed a three (3) month leave may be granted by the Board in its reasonable discretion and further provided it is in the best interests of the Board, upon reapplication by the employee. A violation of this prohibition may be grounds for discipline up to and including termination.

1. A personal leave of absence or an excused absence will not be granted to an employee for the purpose of seeking or accepting employment with any other employer, except as may be provided by law. A violation of this prohibition may be grounds for disciplinary action.

2. Personal leaves of absence are granted with the understanding that the employee intends to return to his/her Board duties. If an employee fails to return within five (5) consecutive working days after the expiration of the leave or excused absence without notification and approval by the Board or Director, the employee may be considered to have resigned not in good standing.

3. Employees on leave without pay for more than two (2) weeks in any month will not accrue sick and vacation time.

4. An employee on an approved leave without pay for a period of more than one month shall have the option of continuing health benefits at his or her own expense, under the group rate for the succeeding six (6) months plus any Donated Leave pursuant to Section E at which time all group benefits shall cease and the employee shall be offered coverage through COBRA.

5. Health benefits for an employee on an approved leave without pay will be reinstated upon their return to work and the employee shall be reimbursed for the cost of coverage following the return date, but only after the employee has been at work for two consecutive (2) weeks. Employees returning to work after pre-paying full monthly coverage costs as required will be reimbursed a proportionate share of that cost based on their return to work date during that month once the employee has been at work for two consecutive (2) weeks..

6. Denial by the Board of any request for a personal leave of absence by an employee, for whatsoever reason, shall not be the subject of a grievance.

B. Pregnancy Disability. Pregnancy disability shall be extended by the Board upon request and pursuant to the same conditions and standards governing the extension of Article 7, Sick Leave.

C. Military Training Leave. Military leave, inclusive of training and active duty,



shall be granted by the Board and in accordance with applicable law and regulations. Deference and consideration shall be given to all employees in the military service of the United States.

D. Family Leave. Employee may be entitled to family leave under the federal Family and Medical Leave Act (FMLA), and/or under the New Jersey Family Leave Act and paid family leave laws and administrative regulations promulgated thereunder. The language of each law as it pertains to this agency shall be deemed a part of this contract. Under the law and regulations, eligible employees must submit in advance a written request to the Director for such a family leave. Family leave granted to any employee shall be without pay, unless it meets requirements for paid family leave pursuant to such law and/or regulations.

E. Donated Leave Bank Program:

#### **Sick Leave Bank**

The Sick Leave Bank ("Bank") will be available to eligible employees suffering from a disabling condition which prevents the employee from reporting to work for at least thirty (30) consecutive days. To be eligible to use sick days in the Bank, a member of the CWA bargaining units (Local 1031 A and B) must have been employed by the Agency for at least one (1) year and must first donate five (5) sick days to this Bank. Initial donations to the Bank shall be no later than sixty (60) days following the ratification of the Agreement. In the first twelve (12) months of the Bank, an employee's initial donation of five days may be unused personal or vacation leave in the event the employee chooses to contribute such days. If an employee fails to contribute by that date, the employee will not be eligible to take part in the Bank until the employee contributes five (5) days. Union members who are not part of the Bank are not eligible to receive sick days from the Bank.

Members can donate days to the Bank at any time. The maximum lifetime contribution that a member can donate to the Bank shall be thirty (30) days. Each member of the Bank shall be required to donate at least two (2) days annually to the Bank in order to remain eligible, up to the maximum of thirty (30) days. All members must have exhausted all sick, vacation, personal and compensatory days prior to being eligible for days from the Bank.

Members of the Bank can only receive up to sixty (60) calendar days from the Bank in any rolling twelve (12) month period and each leave request must be for at least the equivalent of one (1) pay period. Bank days may only be used for a disabling condition of the Union member, and Bank days cannot be used for the disabling condition of a family member. Use of Bank days must be verified by a licensed care provider's note, which must describe the continuing disabling nature of the illness or injury.

All applications for days from the Bank must be submitted in writing from the Local 1031 representative to the Personnel Office at least thirty (30) days in advance, when possible. Once a request is received, the Personnel Office shall inform the Union member of the decision whether to grant days, with notice of the decision to Local 1031. This decision shall not be grievable.

The Bank shall maintain a minimum of sixty (60) days. If the number of days in the Bank drops below sixty (60) days, each member of the Bank shall be notified that the Bank cannot grant requests for more than one (1) pay period until additional days are donated. Days donated to the Bank are non-refundable to the donor. Days donated to the Bank will be deducted from the Union member's personal sick days. The decision whether to donate to the Bank will not have an effect on

the Union member's end of year evaluation.

### ARTICLE 13 EDUCATION LEAVE

Employees shall be eligible for reimbursement for training courses, seminars and courses that are taken for the purpose of adding to or improving upon skills needed to perform the duties of his or her position. Reimbursement per year for each employee shall not exceed 6 credits at the Rutgers tuition rate on a trimester basis. Reimbursements shall not be given unless such courses are pre-approved by the Director or designee and there is satisfactory proof of completion submitted by the employee. Requests for approval of courses shall not be unreasonably denied.

A. Educational leave and any other educational benefits that may be made available by the Board shall be at the sole discretion of the Board. In considering any request for educational leave and/or benefits, the Board shall consider the potential benefits of the education sought by the employee towards the ability of the employee to fulfill their employment duties and the furthering of the mission of the Board.

B. There shall be established an Education Committee which shall consist of two (2) employee representatives appointed by the Union and two (2) management representatives appointed by the Director. The Board's training supervisor designated by the Director shall be an additional member and shall chair the Committee. The Education Committee shall make recommendations to the Board regarding the conditions and eligibility guidelines for the granting of any educational benefits for members of the Bargaining Unit.

ARTICLE 14  
HEALTH BENEFITS

A. Eligibility and Contribution. Full time employees and their dependents shall be entitled to health benefits coverage offered by the Board as provided herein in subparts B-E, and for retirement benefits as further provided herein. The Board shall pay for such coverage subject to premium share contributions that each employee is required by law to pay. In the event that the employee does not elect to obtain coverage from the Board and he or she has provided proof of such alternate coverage, the employee shall be eligible for opt out payment of twenty-five percent (25%) of the cost of such coverage up to a maximum of \$5,000 per annum.

B. Medical, Hospitalization and Prescription Coverage: All employees will be entitled to medical, hospitalization and prescription coverage through the New Jersey State Health Benefits Plan and its differing health insurance plan options. All options shall be offered to employees who shall contribute in payroll deductions to the cost of health benefits as required by Chapter 78, P. L. 2011.

The Board may change from NJSHBP as the insurance provider provided the coverage by any substitute provider shall be at least equivalent to coverages available to employees from the NJSHBP. In the event a change is being considered, the Board shall give the Union at least 90 days notice prior to any commitment to such change is made so that the parties can meet and discuss.

C. Dental Plan. The Board shall provide the Dental Plans known and designated as the Premier and Preferred Delta Plans as provided by the present health benefits carrier or equivalent plans. The Board will agree to provide \$2,000 of coverage per patient per year with a \$1,200 lifetime maximum per patient for qualified orthodontic services under the Delta Plan as defined in the Master Policy. The provisions of the Dental Plan shall be detailed in the master policies and contracts retained by the Board. The Board may change from the Delta Dental plan described herein to a differing plan or proved so long as the coverage by any substitute provider or plan shall be equal to or better than the coverage currently available to employees. Employees shall be offered an option to rollover a portion of the remaining unused dental benefit, provided that the rollover option does not increase the cost of the benefit to the Agency.

D. Vision Care. The Board shall provide a Vision Care Program for all eligible employees, including spouse and dependents as covered under the State Health Benefits Program. Each covered employee shall be eligible to receive reimbursement for vision care services every year. Such reimbursement is limited to a total of \$450 per year per employee. The date of service on the bill shall determine when a service was performed. Employees may receive this benefit by presenting an original, paid receipt from the optician, optometrist or ophthalmologist, which clearly indicates the full name of the recipient of the glasses, the date(s) of service, the type of lens or examination and the dollar amount. This receipt shall then be given or sent to the

Director or to the person designated by the Director for this purpose at the Agency. Reimbursement will be by check on supplemental check on supplemental pay days pursuant to submission of Official Administrative Voucher with required documentation attached. An employee, spouse and dependents shall be treated as a single unit. Reimbursement requests may be submitted quarterly and shall be processed within fifteen days of the end of the quarter.

E. Each eligible employee will become eligible for the above health benefits plans described in this article on the first of the month following the completion of sixty (60) days of service with the Board.

F. Disability Plan. The Board is a covered employer under the Temporary Disability Benefits Law in accordance with Public Law 1980, Chapter 18, (N.J.S.A. 43:21-25 et seq.) and benefits shall be provided and administered in accordance with the statutory mandate cited above.

G. Retirement Benefits.

1. Pursuant to N.J.S.A. 52:14-17.38 and N.J.S.A. 40A:10-23, the Board shall pay the premium of periodic charges for the medical benefits provided to a retired employee and the employee's dependents covered under the program, if the employee retired from the Board after twenty-five (25) years or more of service credit in a New Jersey State administered Retirement system and a period of service with the Board at the time of retirement, excepting an employee who elected deferred retirement; the Board shall also reimburse the retired employee for the employee's premium charges under Part B of Medicare covering the retired employee and the employee's spouse, as provided by State law. These benefits shall be limited to employees who entered the pension system on or after July 1, 1964. The Board shall pay the premium or periodic charges for the benefits provided to the surviving spouse and dependents of such an eligible retired employee, and shall also reimburse the premium charges under Part B of Medicare for such surviving spouse. Eligibility and enrollment shall be in accordance with the rules and regulations as may be modified and adopted, from time to time, by the State of New Jersey. Any employee hired after ratification of this agreement has to be employed by the Board for twenty-five (25) years to obtain such retirement benefits.

2. (a) Any employee who retires from the Board within twenty-five (25) years or more of credit in the state administered retirement system and has a period of service of twenty-five (25) years or more with the Board, excluding any employee who elected deferred retirement, shall continue to receive dental insurance coverage. The Board agrees to pay the premium or periodic charges for dental insurance coverage. The Board agrees to pay the premium or periodic charges for dental insurance coverage for such eligible retired employees and the employees' dependents, including spouse, and including surviving spouse and dependents of such an employee.

(b) Such dental insurance coverage for eligible retirees and their dependents, including spouse and survivors, shall be the same as provided for its active employees in the Bargaining Unit, as far as practicable and subject to any insurance company limitations or restrictions.

3. (a) Any employee who retires from the Board within twenty-five (25) years or more of credit in the state administered retirement system and has a period of service of twenty-five (25) years or more with the Board, excluding any employee who elected deferred retirement, shall continue to receive certain vision care reimbursement.

(b) The provision for vision care reimbursement shall not include dependents and spouses, and shall be in the same amount and subject to the same conditions as provided to active bargaining unit employees.

ARTICLE 15  
LIFE INSURANCE

Employees enrolled in the Public Employees Retirement System shall be entitled to life insurance in accordance with the rules and regulations of the Public Employees Retirement System.

ARTICLE 16  
SALARY, WAGES AND OTHER  
COMPENSATION

- A. 1. Effective January 1, 2016 there shall be a 0.5% across the board increase to salary steps for unit employees over the salary schedule in effect as of December 31, 2015 with no retroactivity until September 1, 2016.
2. Effective September 1, 2016 all employees shall have a salary adjustment step-to-step which will provide an additional 1.25% salary increase over the salary schedule in effect.
3. Effective January 1, 2017 all employees shall have a salary adjustment step-to-step which will provide a 1.25% salary increase over the salary schedule in effect as of December 31, 2016.
4. Effective July 1, 2017 all employees shall have a salary adjustment step-to-step which will provide a 1.25% salary increase over the salary schedule in effect as of June 30, 2017 rounded to the nearest dollar.
5. Effective January 1, 2018 all employees shall have a salary adjustment step-to-step which will provide a 1.25% salary increase over the salary schedule in effect as of December 31, 2017 rounded to the nearest dollar.
6. Effective July 1, 2018 all employees shall have a salary adjustment step-to-step which will provide a 1.25% salary increase over the salary schedule in effect as of June 30, 2018 rounded to the nearest dollar.
7. Effective January 1, 2019 all employees shall have a salary adjustment step-to-step which will provide a 1.25% salary increase over the salary schedule in effect as of December 31, 2018 rounded to the nearest dollar.
8. Effective July 1, 2019 all employees shall have a salary adjustment step-to-step which will provide a 1.25% salary increase over the salary schedule in effect as of June 30, 2019 rounded to the nearest dollar.
9. Effective November 1, 2019 all employees shall have a salary adjustment step-to-step which will provide a 0.5% increase over the salary schedule in effect as of October 31, 2019 rounded to the nearest dollar.

B. Anniversary Dates

1. All employees covered by this Agreement shall have annual anniversary date based on date of hire. Anniversary dates shall be on a quarterly basis. Employees shall be assigned an anniversary date of January 1, April 1, July 1 and October 1, as follows:

a) Employees hired on January 2nd through April 1st shall be assigned an anniversary date of April 1st of the following year.

b) Employees hired on April 2nd through July 1st shall be assigned an anniversary date of July 1<sup>st</sup> of the following year.

c) Employees hired on July 2nd through October 1st shall be assigned an anniversary date of October 1st of the following year.

d) Employees hired on October 2nd through December 1st shall be assigned an anniversary date of January 1st of the second year following date of hire.

2. In those situations where the employee is promoted or reclassified and his salary adjustment equals two (2) or more increments in the old range, a new anniversary date shall be assigned to the employee on the effective date of such salary increase in the same manner as indicated above for newly hired employees.

3. An employee who is on leave of absence without pay for a period of time equaling or exceeding three (3) months shall have his/her anniversary date reassigned on a quarter-to-quarter basis commensurate with the amount of time comprising the leave of absence.

C. Notwithstanding anything to the contrary contained herein, the Board reserves the right to withhold a merit increment to any employee covered by this agreement for poor performance by said employee. The Board shall have an annual written performance evaluation completed by the appropriate supervisory personnel for each employee covered by this agreement.



ARTICLE 17  
LONGEVITY

A. No employee hired after September 30, 1996 shall be eligible for any longevity payment.

B. Payment shall be made to employees with unbroken, continuous, long-term service to the Board as follows:

1. Employees completing 168 months (14 years) through 227 months of service shall receive \$1,900.00.

2. Employees completing 228 months (19 years) or more of service shall receive \$2,200.00.

3. Employees who qualify for longevity according to the above schedule and have been at maximum (9th or 10th Step) of their present range for at least one (1) year shall receive \$1,600.00 in addition to the amount received under the above schedule. This additional longevity payment shall continue if an employee changes ranges for any reason, including promotion, change of title, range change, etc.

C. Longevity payments shall be made according to the following schedule:

1. All longevity payments will begin to be earned on the first of the month following the month in which an employee qualifies for such payment.

2. Longevity payments shall be added to the yearly salary and paid on a pro rata basis in each bi-weekly pay check.

ARTICLE 18  
VACATIONS

A. Employees shall be entitled to paid vacation leave (taken on working days) determined as follows:

1. One (1) vacation day for each full month of employment during the first year of full-time employment.

2. Fourteen (14) vacation days per year during years two (2) through five (5) of full-time employment.

3. Seventeen (17) vacation days per year during years six (6) through twelve (12) of full-time employment.

4. Twenty-two (22) vacation days per year during years thirteen (13) years through sixteen (16) of full-time employment.

5. Twenty-three (23) vacation days per year during years seventeen (17) through twenty (20) of full-time employment.

6. Twenty-five (25) vacation days per year commencing the twenty-first (21st) year of full-time employment.

B. Employment includes all temporary and/or provisional continuous employment immediately prior to permanent appointment with the Board or other county office provided there is no break in employment of more than one (1) week. Any increase in vacation days based on years of continuous County employment shall be credited at the beginning of the calendar year in which the employee attains it with the anticipation that such employment will be continuous throughout the calendar year. All employees shall be subject to this vacation schedule.

C. Employees resigning or retiring shall be entitled to vacation leave prorated on the basis of current annual allowance divided by 12, multiplied by the number of full months of employment completed within the year such employee resigned or retired.

D. Accumulation of Vacation. Any employee who shall elect not to use all or any part of their vacation leave shall be entitled to accumulate same (but not to exceed the vacation days accrued during the "subject year" and carryover such accumulated vacation days to the next succeeding calendar year only. In no event may any employee carry over more than the maximum entitled vacation days into the next calendar year.

E. Vacation for Veterans. A returning veteran shall be entitled to full vacation time for the year of return and for the year preceding, provided the latter can be taken during the year of return.

F. Deceased Employees. Whenever any employee in the classified service dies, payment shall be made to the estate of such deceased employee for all earned and unused vacation leave, personal leave and compensatory time, within the limits set forth within Section F above, based on the last approved compensation rate for the deceased employee.

G. Use of Vacation. All vacation leave shall be considered and shall have the same effect as any working day.

H. For vacation leave of one week or more, the prior written approval of the supervisor shall be obtained no less than two weeks in advance of the date for which vacation is requested, and such approval shall not be unreasonably withheld. Any request for vacation leave shall be subject to staffing and operational concerns, including prior vacation approvals. For vacation leave of less than one week, the employee shall submit a request to his or her Supervisor by the close of business on the business day preceding the requested leave, and such a vacation leave request shall be governed by the terms stated above.

Persons hired after January 15, 2013 ("new hire") shall have vacation days allotted as shown below. However, notwithstanding the above, no such new hire shall be required to reduce the vacation leave allotment schedule to the new schedule shown below unless he or she has an allotment schedule that is equal to or less than that in the prior position held with the Board at the time of such promotion.

New Vacation Allotment for Employees who are hired after January 15, 2013:

- A.1 Stays the same.
- A.2 Twelve (12) vacation days versus fourteen (14).
- A.3. Fifteen (15) vacation days versus seventeen (17).
- A.4. Twenty (20) vacation days versus twenty-two(22).
- A.5 and 6 allotments are no longer operative for such employees.

I. Vacation leave requests of one week or more for a designated part of the calendar year are to be submitted by an announced date for submission of such requests. In the event that a leave request is submitted by the announced date, seniority shall govern in the event of a conflict in dates. In the event that a request is not submitted by the announced date for that designated part of the calendar year, approval of such a request shall be subject to operations and availability and a more senior employee shall not be able to displace a less senior employee who has already been approved for vacation leave.

J. There shall be two designated periods for vacation leave requests of one week or more. The due dates for such vacation leave requests to be submitted shall be November 1 of the preceding year for vacation leave between January 1<sup>st</sup> and Memorial Day weekend and March 1 of each year for vacation leave between Memorial Day weekend and December 31<sup>st</sup>.

ARTICLE 19  
GENERAL INFORMATION

A. In the event of the termination of employment prior to the repayment of advanced vacation or personal leave, the necessary salary adjustment shall be made on the employee's final paycheck. Additionally, all property, equipment and manuals belonging to the Board shall be returned by any employee prior to the termination. If the final paycheck is insufficient to satisfy any salary adjustment required, such amount which remains due and owing will be a debt due to the Board and shall be promptly paid by the employee.

B. The Board shall use reasonable efforts to accommodate individual choices of all departmental employees with respect to the scheduling of vacation days. When there is conflict in the dates of proposed vacation schedules, preference, within reason, shall be given to the employee with seniority. Once vacation requests have been approved pursuant to the process set forth in Article 18, the seniority preference no longer applies. All requests for vacation leave must be approved by the employee's Supervisor or Administrator within ten (10) business days of the submission of the written request. The Director may require that vacations be scheduled to accommodate the business requirements of the Board, but shall not rescind approved vacation requests unless there are emergent circumstances.

C. Other than during working hours of the Union Representatives, the Union shall have the right to distribute, through the employee's desks, all material dealing with the proper and legitimate business of the Union.

D. The Union shall not conduct or hold any meeting on or within the offices of the Board without prior consent of the Director, which consent shall not be unreasonably withheld or conditioned.

E. Neither the Union nor any employee represented by the Union, will engage in, or support any strike, work stoppage, slowdown, or other job actions.

F. The Union shall not conduct any activity on or within the Board's office during business hours, without the prior consent of the Director.

G. Payment of accumulated sick leave, upon retirement, shall be as follows:

1. Employees, upon retirement, (Service Retirement, Accidental Disability Retirement, or Ordinary Disability Retirement), who are covered by the Public Employee's Retirement System, or those employees who are not covered by the Public Employee's Retirement System who are age 60 or older with ten (10) years service with this agency retiring after July 1, 1985, shall be granted a lump sum payment in accordance with the following:

One-half (1/2) of the employee's earned and unused accumulated sick leave days multiplied by the daily rate of pay based upon the average base daily pay received during the twelve-month period immediately prior to the effective date of retirement, provide, however, that

no such lump sum payment shall exceed the sum of \$15,000.00.

2. The Union shall be permitted to meet with and talk to new employees of the Board who are within the Bargaining Unit, at the offices of the Board during the training period of such employees. These meetings may be conducted during office hours, provided, however no such meeting shall exceed one (1) hour in duration.

H. The Union shall be permitted the use of two (2) locked bulletin boards in the employee lunchrooms, which shall be provided by the Union at no cost to the Board. Said bulletin boards shall be the appropriate and exclusive locations for the posting of union business. The Union shall be permitted the use of an additional locked bulletin board if, in the future, the Board shall open an additional office at a separate location, to be provided by the Union at no cost to the Board. Any content posted on the bulletin boards deemed offensive to a reasonable person shall be removed within 10 minutes, upon notification by the Director or the Director's designee to the Union President, vice-president, treasurer and/or secretary.

Email Access: The Board shall provide access to the email system for the Union to send informational notices to unit members in the same manner as information is conveyed on the bulletin board provided herein.

I. The Union shall be permitted to provide a reasonable number of file cabinets for its own use for the exclusive storage for Union business materials. The location of these file cabinets shall be established by the Director in consultation with the Union. Management can request these file cabinets to be relocated to keep in conformance with personnel changes or general reorganization.

J. Upon forty-eight (48) hours notice, an employee may have reasonable access to his personnel file once each calendar year. Additional review shall be granted if the employee has a grievance or disciplinary matter pending. Requests for copies of material in the personnel file shall be promptly complied with at no cost to the employee if the request is reasonable. Nothing of an anonymous nature shall be placed in an employee's file. Each employee shall receive a copy of any material to be placed in his or her file and each employee has the right to respond to any material placed in his or her file and that response will be maintained in the personnel file. Nothing herein shall be construed so as to limit any right an employee may have under law with respect to his or her personnel file.

K. At the Director's discretion, a reasonable amount of time may be allowed to non-exempt employees for tardiness due to an emergency that does not have to be made up. This shall not abridge any management right to deduct a full day for an employee's absence on a day in which the office opens later than usual or closes earlier than usual due to inclement weather. Any determination made under this paragraph shall not be the subject of any grievance.

L. Employees wishing to meet with the Union shall be permitted to leave their work station only with the permission of their Supervisor, which permission shall not be

unreasonably withheld.

M. If the Board, by the action of the New Jersey Legislature or by any other action, is dissolved as an ongoing entity or is no longer performing this work, the Board shall use reasonable efforts to assist in current employees obtaining other comparable positions within the county or other state positions and/or to obtain employment for current employees with any private sector employer that is performing the work previously performed by the Board.

N. The Board shall provide indemnification and defense for employees consistent with Board policy and with applicable law.

ARTICLE 20  
LEAVE FOR ATTENDANCE AT  
UNION CONFERENCES AND CONVENTIONS

A. Starting in 2013, Union delegates will be afforded the ability to use a cumulative total of 105 hours per calendar year without pay for the purpose of receiving training and attending such conferences, conventions or meetings as may be established by the international union and/or its constituent parts during each year. Union delegates can also utilize vacation and/or personal leave to attend such conferences, conventions or meetings. In addition, subject to operational requirements and two weeks prior notice to the Director or designee, the Union shall be permitted to hold on-site Union training sessions/meetings at Board offices. For such on-site training, employees shall be permitted to attend without loss of pay subject to approval by the Director or designee, which approval shall not be unreasonably denied, and subject to maximum of 35 cumulative hours per calendar year.

Union leave shall be calculated in hourly increments.

B. The Union shall provide to the Board ten (10) business days prior written notice of the authorization of delegates to utilize such leave for pre-scheduled conferences, conventions and/or meetings. The Director shall respond to the Union's request within five (5) business days. In the event of any meeting scheduled in such a manner that it is not possible to provide ten (10) business days prior notice, the Union shall provide such notice as may be reasonable and practicable under the circumstances. The Director shall respond to the request as soon as may be reasonable and practicable taking into consideration the scheduled date of the meeting and any such response shall be reasonable under the circumstances.

C. Leave shall be granted to not more than two (2) delegates at any one time and subject to the following:

(i) The delegates are authorized to attend by the appropriate officer of the Union;  
and,

(ii) The delegates shall have received written permission of the Director before leave may be utilized. Such permission shall not be unreasonably denied.

ARTICLE 21  
TRANSPORTATION & REIMBURSEMENT

A. All employees attending special seminars and/or conferences approved by the Board shall receive a transportation and meal allowance in addition to their regular full-time pay for the period of the approved seminars and conferences. Meal allowances where appropriate shall be paid to employees while attending special seminars or conferences along the following guidelines:

1. For those conferences or seminars requiring an overnight stay, the employee shall be reimbursed as follows:

- a. Ten Dollars (\$10.00) for breakfast;
- b. Fifteen Dollars (\$15.00) for lunch; and,
- c. Twenty-Five Dollars (\$25.00) for dinner.

2. Employees attending an official conference or seminar at a location ten. (10) or more miles from the Board's office, shall be reimbursed as follows:

- a. Ten Dollars (\$10.00) for lunch; and,
- b. Twenty Dollars (\$20.00) for dinner.

B. Employees authorized to use their own cars for agency business shall be compensated, at the Internal Revenue Service rate as of January 1 for each calendar year, per mile. Mileage vouchers shall be submitted no later than five (5) business days of the month immediately following the date(s) on which the employee used his/her vehicle. Provided that mileage vouchers are timely submitted, every effort will be made by the Board to reimburse the employees on a timely basis which will not be later than the tenth business day following the submission of the mileage voucher.

C. No employee shall use their own car if a Board owned car is available. No employee shall use their own car without the authorization of such employee's direct supervisor or, if such supervisor is unavailable, the appropriate administrator. Any employee utilizing a car owned by the Board shall abide by all rules adopted by the Board and shall return the car to the Board's offices at the end of the business day.



ARTICLE 22  
SENIORITY AND PROMOTIONS

A. Seniority, as it relates to promotions shall be defined as continuous employment in the job title with the Board. In all other instances, seniority shall be defined as continuous employment with the Board. Seniority shall be considered in promotional decisions when all other factors are equal.

B. All promotions are subject to rules and regulations of the Civil Service Commission.

ARTICLE 23  
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of the grievance procedure is to secure at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment, and to ensure that every employee is given a fair and open hearing process consistent with the principles of due process and fundamental fairness.

2. Nothing herein contained shall be construed as limiting the right of any employee or the Union having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the need for a hearing.

B. Definitions

The term "grievance" shall mean an appeal or challenge of a violation, misinterpretation or misapplication of the terms of this agreement.

C. Grievance Procedure

1. There shall be no loss of pay for the time spent in presenting the grievance by the grievant and a union representative, and any relevant witnesses who are employees of the Board, throughout the grievance procedure. In addition, a union representative shall be permitted reasonable time without loss of pay for the purpose of investigating, preparing, and processing any grievance subject to operational requirements as determined by appropriate supervisor or designee.

2. Copies of all documents and evidence used to impose disciplinary action will be provided to the Union upon request and without cost.

3. If the Director shall fail to respond in a timely manner to any grievance, the grievance shall advance to the Board without the necessity for any written determination.

D. All grievances shall be processed and resolved in the following manner:

1. Step 1

(a) The grievant or the Union on behalf of the grievant, shall institute a grievance by delivering to the Director a written statement setting forth the nature and basis of the grievance or discovery of the facts that support the grievance. The grievance shall be filed within fifteen (15) business days of the date on which the act or omission occurred which gave rise to the grievance, or within fifteen days of becoming aware of facts that give rise to a grievance. This period may be waived or extended based upon good cause in the discretion of the Director. A hearing on the grievance shall be heard by the Director or the Director's designee (the "Hearing Officer") within ten (10) business days of the filing of the grievance.

The grievant may be represented by a Union Steward or Officer of the Union, who may be an employee of the Board. The Union shall also be permitted to have a representative present to take notes during the proceeding at no loss of pay; such person must remain silent, and may not speak or interrupt or participate in the hearing in any manner unless permitted to do so by the Hearing Officer. The grievance hearing may also be audio recorded to ensure an accurate record of the proceedings.

The Hearing Officer shall render a decision, in writing, within ten (10) business days after the hearing.

2. Step 2

(a) The Union on behalf of the grievant, may, within ten (10) business days of receipt of the Hearing Officer's decision, submit an appeal in writing to the Board. The appeal shall set forth the issues to be presented to the Board and the basis for the appeal. In the event the Union files the grievance with the Board at least ten (10) business days prior to any scheduled Board meeting, the matter shall be placed on the agenda for the next Board meeting, at which time the Board shall conduct a hearing or schedule the hearing in an expeditious manner and in a fair manner consistent with due process rights of the parties, considering all evidence that is presented. The Board will render its decision no later than the meeting following the conclusion of the hearing. The Board's decision shall be memorialized by resolution setting forth findings of fact and conclusions of law adopted at the next scheduled meeting of the Board following the date of decision.

(b) At the hearing before the Board, the grievant may only be represented by an Officer of the Union and/or the International Union Representative or an attorney approved by the Union. The following process shall be adhered to for a hearing before the Board:

- (i.) The Hearing Officer's decision and documents shall be forwarded to the Board for inclusion in the Board package. The Union shall submit written argument stating issues and evidence relevant to the matter no later than five (5) business days prior to the Board hearing date based upon the initial hearing and decision.
- (ii.) The Board shall determine the procedure to be used for a hearing that permits it to obtain the necessary evidence and arguments pertaining to the issue or issues on appeal. The hearing before the Board shall be on the basis of argument and evidence presented and the Board shall have the discretion to determine what, if any, testimony should be taken. The parties shall have the opportunity to present oral arguments to the Board and evidence through written proofs and the Board shall have the authority to determine the length of argument and time for presentations. Such procedural decisions by the Board shall not be grievable.

3. Step 3

(a) Any unresolved grievance except matters involving appointment, promotion or assignment or matters within the exclusive province of the Civil Service Commission, may be appealed to arbitration only by the Union. The Union must file the request for arbitration within twenty (20) business days after the receipt of the Board's decision. No arbitration hearing may be scheduled until thirty (30) days have expired from the date of receipt of the request filed by the Union.

(b) Nothing in this agreement shall be construed as compelling the Union to submit the grievance to arbitration or to represent an employee before any agency, department or in any judicial proceeding. 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) In any matter which the grievant seeks to adjudicate his/her complaint before the Civil Service Commission, Department of Civil Rights, or before any other agency or body constituted to afford the grievant a remedy, or before any court of competent jurisdiction, then that forum shall be the exclusive jurisdiction before which the grievant may seek a remedy and any pending matter before the arbitrator shall be dismissed. An election of remedy by any grievant of a process other than this grievance procedure shall be deemed an absolute waiver of this procedure. This waiver shall be final and binding upon all parties.

(d) The arbitrator shall be selected by the parties from the panel of arbitrators maintained by the Public Employment Relations Commission ("PERC"), in accordance with their selection process.

(e) The decision or award of the arbitrator shall be final and binding on the parties.

(f) The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this agreement, but shall have authority to issue back pay as a remedy and to provide any other remedy allowable by law that is consistent with the terms of this agreement. Back pay due to any grievant shall be subject to being reduced by any amount received by the grievant from unemployment, disability, other employment, or any other income which would not have been available to the grievant if the agency had not taken the action which resulted in the loss of pay.

(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. The arbitrator shall confine his/her determination to the issue submitted for arbitration and shall have no authority to determine any other issues not so submitted, nor shall he/she submit observations or declarations or opinions which are not essential in reaching the determination.

(h) The costs of the services of the arbitrator shall be borne equally by the Board and the Union. Any other expenses incurred in connection with the arbitration shall be paid the party incurring the same.

(i) The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after a selection is made and the arbitrator shall issue a decision within thirty (30) days after the close of the hearing.

ARTICLE  
24  
DISCIPLINE

The Director may discipline employees up to and including termination only for just cause. The imposition of discipline shall be progressive in nature, corrective in intent and consistent with the principles of due process as may be appropriate under the circumstances. Appeal of proposed disciplinary action shall be to a departmental hearing with a designee of the Director, whose decision shall be appealable to arbitration or to the Civil Service Commission as described below. The Director shall immediately notify the employee, the local Union officer and the Civil Service Commission of the penalty and reason for same. Appeals of any disciplinary action of five days or less of a suspension without pay shall be appealed pursuant to the grievance process with arbitration as the final step and for any disciplinary action that results in a monetary penalty of more than five days loss of pay the appeal of such shall be pursuant to current Civil Service laws and regulations.

ARTICLE 25  
MANAGEMENT RIGHTS

A. Subject to the terms of this Agreement and to the extent permitted by law, the Board hereby retains and reserves unto itself, all powers, rights, authority, prerogatives, 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 limited the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Board and its properties and the facilities and activities of its employees by utilizing personnel, methods and means in the most appropriate and efficient manner possible as may from time to time be determined by the Board.

2. To make reasonable rules of procedure and conduct, to introduce and use new and improved methods and to determine the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required.

3. To hire all employees, and subject to the provisions of law, to determine their qualifications for assignment, and to promote and transfer employees.

4. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause.

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

6. To make such changes as it deems necessary for the efficiency and effective operation of the Board.

B. Nothing contained herein shall be construed to deny or restrict the Board of any of its rights, responsibilities and authority under any relevant statutes, regulations and/or with the laws of New Jersey and of the United States.

ARTICLE 26  
DUES AND REPRESENTATION FEE CHECK OFF

A. Dues Check Off

Upon receipt of a properly written and signed authorization card from the employee, the Employer shall deduct Union dues in the amount of 1.15% of the employee's gross pay, or such other amount as may be certified by the Union to the Employer at least thirty (30) days prior to the month in which the deduction of Union dues is to be remitted by the Employer. The Employer shall remit the dues to the following address: CWA Dues, Communications Workers of America P.O. Box 70176, Baltimore, MD 21279-0176. Said remittance shall be made by the 10<sup>th</sup> day of the month following the calendar month in which such deductions are made along with a list of the names, titles, salaries and amount of dues or agency shop fee of those from whom such deductions were made. A copy of the list shall also be sent to CWA Local I031, 84 Culver Road, Monmouth Junction, New Jersey 08852.

B. Agency Fee

The Board further agrees to deduct from the pay of each employee covered by this Agreement who does not furnish a signed written authorization for deduction of Union dues, or who has withdrawn authorization for dues deductions, an agency fee in accordance with Public Law 1979, Chapter 477 (N.J.S.A. § 34:13(a)-5.5 et seq.) in an amount certified to the Board by the Union, but shall not exceed eighty-five percent (85%) of the monthly Union dues as computed in Paragraph A of this Article.

C. Hold Harmless

The Union agrees to indemnify and hold the Employer harmless against any and all causes of action, claims, suits, orders, judgments, or other issues asserted against the Employer or the Union under the provisions of this Article of the Agreement and for any attorneys' fees and costs incurred by the Employer in connection with any such cause of action, claim, suit, order or judgment that may be filed.



ARTICLE 27  
CREDIT UNION CHECKOFF

The Board agrees to deduct from the compensation of any employee of this agency an amount as requested by the employee for transmittal of those funds to the South Bergen Federal Credit Union or Alliance Federal Credit Union, or any other such institution approved by the Board for such purposes subject to the following conditions:

A. All requests for transmission of payments by the Board on behalf of any employee must be in writing on a form provided by the Board submitted to the Payroll Department of this Agency.

B. Each employee who registers for this benefit must agree to hold harmless the Board and waive any claim against this agency for any errors or misapplication of funds by the Credit Union or for any event beyond the control of this Agency which may cause a delay in the transmission of funds or improper or inaccurate deposit of the proceeds in the Credit Union.

C. The Board shall transmit all the requested deductions by check or electronic transmission no later than the close of the first business day after issuance of the payroll.

D. Employees may register for this Plan or change the amount of their deduction twice annually from January 1 through January 30 and from July through July 31. Any employee may withdraw from the Plan entirely upon two (2) weeks written notice to the Payroll Department of this Agency.

E. Eligible employees shall enroll for this Plan by indicating the amount they wish deducted from each paycheck which amount shall be a fixed dollar amount not to exceed seventy percent (70%) of the employee's net pay rounded to the nearest ten dollars (\$10.00).

F. If there are two (2) occurrences of the issuance of a negative pay check in any one (1) year period to any employee that employee shall forfeit his right to utilize the credit union deduction in this Article.

G. The Board may terminate this benefit upon thirty (30) days written notice to the Union and the Credit Union.

ARTICLE 28  
EFFECTIVE LAWS

All provisions of this agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. In the event that any provision of this agreement shall be rendered illegal or invalid under any applicable law or regulation by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal or appropriate administrative agency pending a final determination as to its validity, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 29  
WORK SCHEDULE, OVERTIME, COMPENSATORY TIME OFF

A. The Director shall have the right, for the efficient operation of Board affairs, to make changes in the daily work schedule including the commencement and time of the end of the work day, so long as the total work hours do not exceed seventy (70) hours in each two (2) week period.

B. Overtime

1. The parties recognize that all employees in Unit A and Unit B except those performing work in the titles of Senior Data Processing Programmer and Data Processing Programmer are exempt from overtime. Employees who are eligible for overtime and work such overtime shall be paid as follows:

(a) No overtime shall be paid unless an employee shall have worked at least forty (40) hours in any particular week.

(b) For hours worked in excess of forty (40) hours in a particular week, payment shall be at the rate of time and one-half (1-1/2) an employee's standard hourly rate.

(c) An employee's standard hourly rate shall be calculated by dividing the annual salary by 1820 hours.

(d) When a holiday is observed during the regular bi-weekly pay period and the employee received pay for that day, those hours shall be included in the computation of overtime for the week in which the holiday was observed.

(e) Vacation days shall be included as a work day in computing an employee's entitlement to overtime pay for the week in which the vacation day(s) was taken.

(f) Hours represented by sick leave shall reduce the hours within a week upon which overtime is calculated.

(g) Any employee required to work on a holiday, shall be entitled to be paid overtime at the rate of time and one-half (1-1/2) for the hours worked on such holiday.

(h) All overtime shall be authorized by the Director and entered on the time sheets. weekly

(i) Overtime earned may be credited to the employee's compensatory time of account to the extent permitted below, or the use of such compensatory time off shall be subject to the discretion of the Director.

2. Exempt employees shall be compensated hour for hour for work performed beyond normal scheduled work hours provided it is pre-approved by the Director or designee and is one hour or greater or shall be permitted to use flex time when the employee is required to work at an outside event after his or her normal work day, such as for a speech or meeting in the evening, or is late due to an unanticipated event or emergency. In such cases, the employee may flex his time by starting or ending work later in the day by an equal amount of time, or adjusting work hours on a different day during the pay period so that the employee does not work more than 40 hours. No employee shall be forced to flex time and such arrangement shall be subject to the operational needs of the agency and the supervisor's approval.

#### C. Compensatory Time Off

1. Employees who work in excess of regular hours, with the approval of the Director, may elect to have such time credited to their compensatory time off account, subject to law. If such time is worked at straight time, the compensatory time off account shall be credited at straight time. If such time worked is eligible for overtime as set forth above, the compensatory time off account shall be credited at the overtime rate.

2. Compensatory time off, subject to the approval of the Director may be accumulated up to a maximum of seventy (70) hours per annum. Employees entitled to overtime pay or compensatory leave shall be given notice of whether one or both are being offered for the specific assignment and may choose to accept or reject. The use of compensatory time off shall be pursuant to the terms of personal leave. At no time may any employee be entitled to more than seventy (70) hours of compensatory time.

#### D. On-Call Duty and Pay

An employee required to be on-call or on the beeper shall receive a per-diem stipend. For a weekday day (beginning at 4:00 p.m. and ending at 8:00 a.m. the following morning) the per diem stipend will be \$25.00. For a weekend or holiday day (beginning at 8:00 a.m. and ending at 8:00 a.m. the following morning) the per diem stipend will be \$40.00. Friday is a weekday, and coverage will begin at 4:00 p.m. on Friday afternoon and end at his/her normal rate of pay rounded up to the next one-half (1/2) hour. Assignments and procedures shall be as determined by the Board.

ARTICLE 30  
HEALTH AND SAFETY COMMITTEE

There shall be a Health and Safety Committee consisting of two (2) representatives appointed by Local 1031, one from the members of Unit A and one from the members of Unit B, two (2) representatives of members of Local 1089 and representatives of the Board equal in number to the total number of representatives from all bargaining units. This committee will meet on the first Thursday of each month, as needed, unless the committee by consensus shall change the meeting date and/or time of the next succeeding monthly meeting. This committee will discuss operating procedures or policies relative to the safe operation of the physical plant, work environment, health and well-being of the employees in the unit. This committee shall be an advisory body and its recommendations shall be non-binding. The Union representatives shall be selected by the Union.

ARTICLE 31  
FLEXIBLE SPENDING ACCOUNT

The Board agrees to make deductions from the compensation of any employee of this Agency for transmittal to the American Family Life Assurance Company of New York (AFLAC) or a comparable carrier subject to the following conditions:

A. All requests for transmission of payments by the Board on behalf of any employee must be in writing on a form provided by the Board for AFLAC or a comparable carrier and submitted to the payroll department of the Board.

B. Any employee who registers for this benefit shall agree to hold harmless the Board and waive any claim against the Board for any errors or misapplication of funds by AFLAC (or such other benefit program plan), or for any event beyond the control of this Agency which may cause a delay in the transmission of funds, or improper or inaccurate deposit of the proceeds in AFLAC, and any individual's future taxes as required by State and/or Federal law.

C. The Board shall transmit all the requested deductions in one (1) check by mail, or by electronic transmission, no later than the close of the third business day after the end of the month, for the payrolls of that month.

D. Employees may register for this Plan or change the amount of their deduction annually between November 1 and November 30 to be effective January 1 of the following year. The limits on contributions for the first year will be the usual annual limits, as stated below. Newly hired employees will be eligible to participate in the Plan after 90 days of employment, only during an enrollment period as stated in this paragraph.

E. Eligible employees shall enroll and be considered participants of the Plan by completing a salary redirection agreement which will indicate the amount they wish deducted on a pre-tax basis for qualified medical insurance, and/or unreimbursed medical, and/or dependent day care.

F. The limit for unreimbursed medical expenses will be a fixed dollar amount, \$1,800.00 or the maximum allowed per year, if that amount is greater. This deduction shall be in accordance with Section 105 of the IRS Code.

G. The limit for child care expenses shall be a fixed dollar amount, \$5,000.00 or the maximum allowed per year if that amount is greater. This deduction shall be in accordance with Section 129 of the IRS Code.

H. Medical insurance premiums will be deducted per paycheck based on actual premium costs. These deductions shall be in accordance with Section 106 of the IRS Code.

I. If there is a negative pay check in any pay period to any employee, that employee shall forfeit the right to have deductions as defined in this Article.

J. The Board may terminate this benefit upon thirty (30) days written notice to Union, the

K. The Board will pay the administrative expenses for the above Flexible Spending Account.

L. Any unused employee funds at the termination of every annual contract with AFLAC (or any such other benefit program plan) will be reimbursed to the Board by AFLAC (or any such other benefit plan), after sixty (60) days following the end of a calendar year.

M. In the event of the termination of employment at the time a participating employee's plan account(s) has a negative balance, the amount of each negative balance shall be deleted from that employee's final paycheck. If the final paycheck is insufficient, any remaining negative balance will be a debt owed by such employee to the Board.

N. This Section shall be governed by State and/or Federal law and the IRS Code and shall be deemed automatically modified to reflect such law and code.

ARTICLE 32  
FULLY BARGAINED

The Board and Union agree that:

- A. They have fully bargained and agreed upon all terms and conditions of employment.
- B. This agreement represents and incorporates the complete and final understanding and settlement by the parties of all issues which were or could have been subject to negotiations.
- C. These terms and conditions of employment will not be changed during the life of this agreement except by agreement of the parties.



ARTICLE 33  
RATIFICATION

Each party represents that the Agreement has been ratified by a majority of its respective membership and be binding upon and inure to the benefit of the parties, their respective successors, legal representatives and permitted assignees.

ARTICLE 34  
EQUAL TREATMENT

The Employer agrees that there shall be no discrimination in accordance with the New Jersey Law Against Discrimination, and no different treatment based upon union activity as set forth in the Employer Employee Relations Act. Rules shall be equitably applied and enforced.

BERGEN COUNTY BOARD OF SOCIAL SERVICES

October 20, 2016

SALARY CHART AS OF JANUARY 1, 2017

(THE 1031 - UNIT A BARGAIN UNIT)

RANGE	INCR	STEP-1	STEP-2	STEP-3	STEP-4	STEP-5	STEP-6	STEP-7	STEP-8	STEP-9	STEP-10
23	3,471	69,422	72,891	76,368	79,840	83,314	86,783	90,256	93,727	97,201	102,060
29	4,398	87,960	92,365	96,765	101,156	105,557	109,953	114,359	118,761	123,155	129,311
32	5,823	116,450	122,266	128,083	133,909	139,722	145,539	151,361	157,169	162,990	171,143

BERGEN COUNTY BOARD OF SOCIAL SERVICES

October 20, 2016

SALARY CHART AS OF JULY 1, 2017

(THE 1031 - UNIT A BARGAIN UNIT)

RANGE	INCR	STEP-1	STEP-2	STEP-3	STEP-4	STEP-5	STEP-6	STEP-7	STEP-8	STEP-9	STEP-10
23	3,515	70,290	73,802	77,323	80,838	84,355	87,868	91,384	94,899	98,416	103,336
29	4,453	89,060	93,520	97,975	102,420	106,876	111,327	115,788	120,246	124,694	130,927
32	5,895	117,906	123,794	129,684	135,583	141,489	147,358	153,253	159,134	165,027	173,282

BERGEN COUNTY BOARD OF SOCIAL SERVICES

October 20, 2016

SALARY CHART AS OF JANUARY 1, 2018

(THE 1031 - UNIT A BARGAIN UNIT)

RANGE	INCR	STEP-1	STEP-2	STEP-3	STEP-4	STEP-5	STEP-6	STEP-7	STEP-8	STEP-9	STEP-10
23	3,558	71,169	74,725	78,290	81,848	85,409	88,966	92,526	96,085	99,646	104,628
29	4,509	90,173	94,689	99,200	103,700	108,212	112,719	117,235	121,749	126,253	132,564
32	5,969	119,380	125,341	131,305	137,278	143,237	149,200	155,169	161,123	167,090	175,448

BERGEN COUNTY BOARD OF SOCIAL SERVICES

October 20, 2016

SALARY CHART AS OF JULY 1, 2018

(THE 1031 - UNIT A BARGAIN UNIT)

RANGE	INCR	STEP-1	STEP-2	STEP-3	STEP-4	STEP-5	STEP-6	STEP-7	STEP-8	STEP-9	STEP-10
23	3,603	72,059	75,659	79,269	82,871	86,477	90,078	93,683	97,286	100,892	105,936
29	4,565	91,300	95,873	100,440	104,996	109,565	114,128	118,700	123,271	127,831	134,221
32	6,044	120,372	126,908	132,946	138,994	145,027	151,065	157,109	163,137	169,179	177,641

BERGEN COUNTY BOARD OF SOCIAL SERVICES

October 20, 2016

SALARY CHART AS OF JANUARY 1, 2019

(THE 1031 - UNIT A BARGAIN UNIT)

RANGE	INCR	STEP-1	STEP-2	STEP-3	STEP-4	STEP-5	STEP-6	STEP-7	STEP-8	STEP-9	STEP-10
23	3,648	72,960	76,605	80,260	83,907	87,558	91,204	94,854	98,502	102,163	107,260
29	4,622	92,441	97,071	101,696	106,308	110,935	115,555	120,184	124,812	129,429	135,899
32	6,119	122,383	128,494	134,608	140,731	146,840	152,953	159,073	165,176	171,294	179,862

BERGEN COUNTY BOARD OF SOCIAL SERVICES

October 20, 2016

SALARY CHART AS OF JULY 1, 2019

(THE 1031 - UNIT A BARGAIN UNIT)

RANGE	INCR	STEP-1	STEP-2	STEP-3	STEP-4	STEP-5	STEP-6	STEP-7	STEP-8	STEP-9	STEP-10
23	3,694	73,872	77,563	81,263	84,958	88,652	92,344	96,040	99,733	103,430	108,601
29	4,680	93,597	98,284	102,967	107,637	112,322	116,999	121,688	126,372	131,047	137,598
32	6,196	123,913	130,100	136,291	142,490	148,678	154,865	161,061	167,241	173,435	182,110



BERGEN COUNTY BOARD OF SOCIAL SERVICES  
 SALARY CHART AS OF NOVEMBER 1, 2019  
 (THE 1031 - UNIT A BARGAIN UNIT)

October 20, 2016

RANGE	INCR	STEP-1	STEP-2	STEP-3	STEP-4	STEP-5	STEP-6	STEP-7	STEP-8	STEP-9	STEP-10
23	3,712	74,241	77,951	81,669	85,381	89,095	92,806	96,520	100,232	103,947	109,144
29	4,703	94,065	98,775	103,482	108,175	112,884	117,584	122,294	127,004	131,702	138,286
32	6,227	124,533	130,750	136,972	143,202	149,419	155,639	161,866	168,077	174,302	183,021

BERGEN COUNTY BOARD OF SOCIAL SERVICES

October 20, 2016

SALARY CHART AS OF JANUARY 1, 2016

(THE 1031 - UNIT A BARGAIN UNIT)

RANGE	INCR	STEP-1	STEP-2	STEP-3	STEP-4	STEP-5	STEP-6	STEP-7	STEP-8	STEP-9	STEP-10
23	3,386	67,719	71,102	74,494	77,880	81,269	84,654	88,041	91,427	94,816	99,556
29	4,290	85,801	90,099	94,390	98,674	102,967	107,255	111,553	115,847	120,133	126,138
32	5,680	113,592	119,266	124,940	130,623	136,293	141,967	147,646	153,313	158,991	166,943

BERGEN COUNTY BOARD OF SOCIAL SERVICES

October 20, 2016

SALARY CHART AS OF SEPTEMBER 1, 2016

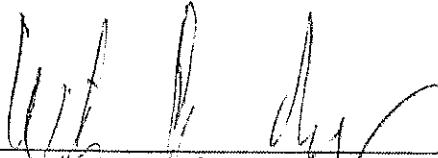
(THE 1031 - UNIT A BARGAIN UNIT)

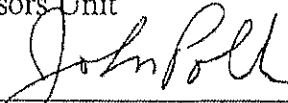
RANGE	INCR	STEP-1	STEP-2	STEP-3	STEP-4	STEP-5	STEP-6	STEP-7	STEP-8	STEP-9	STEP-10
23	3,428	68,565	71,991	75,425	78,854	82,285	85,712	89,142	92,570	96,001	100,800
29	4,344	86,874	91,225	95,570	99,907	104,254	108,596	112,947	117,295	121,635	127,715
32	5,751	115,012	120,757	126,502	132,256	137,997	143,742	149,492	155,229	160,978	169,030


In witness whereof, the parties have caused this Agreement to be signed by their proper officers and attested to on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Bergen County Board of Social Services

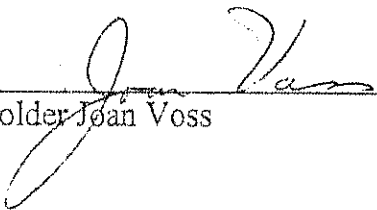
Communications Workers of America  
Local 1031, Administrative  
Supervisors Unit

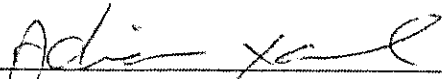
  
\_\_\_\_\_  
William E. Connelly, Chairperson

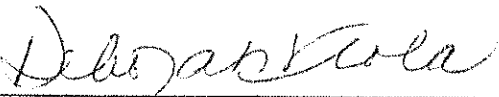
  
\_\_\_\_\_  
John Polk  
CWA Local 1031

  
\_\_\_\_\_  
Robert Calocino, Acting Director

\_\_\_\_\_  
CWA Representative

  
\_\_\_\_\_  
Freeholder Joan Voss

  
\_\_\_\_\_  
Adina Yacoub, Bargaining Unit  
Representative

  
\_\_\_\_\_  
Deborah Viola, Ph.D.,  
Secretary-Treasurer

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_