AGREEMENT

BETWEEN

THE COUNTY OF GLOUCESTER/
THE GLOUCESTER COUNTY BOARD
OF CHOSEN FREEHOLDERS, DIVISION OF SOCIAL SERVICES

AND

TEAMSTERS LOCAL 331
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

January 1, 2012 — December 31, 2014

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
	PREAMBLE	3
1	RECOGNITION	4
2	HOURS OF WORK AND OVERTIME	5
3	GRIEVANCE PROCEDURE	8
4	DUES DEDUCTION AND REPRESENTATION FEE	11
5	SALARY AND LONGEVITY PAYMENTS	12
6	EDUCATIONAL ASSISTANCE	13
7	TRAVEL EXPENSES	14
8	BEREAVEMENT LEAVE DAYS	15
9	PERSONAL LEAVE DAYS	16
10	SICK LEAVE AND DISABILITY LEAVE	17
11	HOLIDAYS	19
12	VACATION LEAVE DAYS	20
13	HEALTH BENEFITS	21
14	PERMANENT APPOINTMENT	24
15	POSTING OF VACANCIES	25
16	PERSONNEL RECORDS	26
17	NON-DISCRIMINATION	27
18	UNION ACTIVITIES	28
19	REQUESTS FOR LEAVE	29
20	FAMILY LEAVE	30
21	MANAGEMENT RIGHTS	31
22	WORK CONTINUITY	33
23	UNION REPRESENTATIVES	34
24	RESPONSIBLE UNION-EMPLOYER RELATIONSHIP	35
25	RETIREMENT	36
26	DISCIPLINE	37
27	HEALTH AND SAFETY	38
28	EVALUATIONS	39
29	PAYROLL DEDUCTIONS AND DIRECT DEPOSIT	41
30	INDEMNIFICATION	42
31	SEPARABILITY AND SAVINGS	43
32	FULLY-BARGAINED PROVISIONS	44
33	TEMPORARY JOB ASSIGNMENT	45
34	DURATION & NEGOTIATION OF SUCCESSOR AGREEMENT	46
APPENDIX 1	TITLE CLASSIFICATION & SALARY SCHEDULE	47

PREAMBLE

The COUNTY OF GLOUCESTER/ GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS/DIVISION OF SOCIAL SERVICES (hereinafter referred to as the 'Employer") and the INTERNATIONAL. BROTHERHOOD OF TEAMSTERS, LOCAL 331, GLOUCESTER COUNTY SOCIAL SERVICES SUPERVISORS and CILD SUPPORT COORDINATORS, (hereinafter referred to as the "Union") hereby enter into this Agreement for the establishment of salaries, benefits other terms and conditions of employment.

ARTICLE 1
RECOGNITION

1.1 The Employer agrees to recognize the TEAMSTERS LOCAL 331, as the sole and exclusive bargaining agent for part-time (employed on a regular basis) and full-time supervisory employees as certified by PERC, in the job classifications (including bilingual variants) which currently comprise the bargaining unit and are listed in Appendix 1. Excluded from the bargaining unit are all other classifications including but not limited to: casual, temporary or seasonal employees; non-supervisory employees; confidential employees; managerial executives including but not limited to: Director, Deputy Director, Fiscal Officer, Principal Personnel Technician.

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

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

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

ARTICLE II
HOURS OF WORK AND OVERTIME

2.1 The workweek shall consist of 35 hours, from 8:00 a.m. to 4:00 pm. (with one hour for lunch), Monday through Friday. All employees shall be full time, with the exception of special part-time arrangements of a voluntary nature as may be approved by the Administrator/designee in consultation with Union. Notwithstanding the hours of work specified, the Administrator/designee may allow employees to work alternative workweeks which may include voluntary flex-time and job-sharing arrangements.

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

2.3 The working day for employees may be varied or extended by the Administrator/designee as the need arises. If an employee's work hours are to be changed, the Union President will be notified four weeks in advance of the change, except in cases of emergency or unforeseen urgent circumstances, and provided the opportunity to consult prior to implementation.

2.4 Employees of this collective bargaining unit working a compressed workweek as of the signing of this contract may continue to utilize this program and those employees hired as of the signing of the contract and promoted into this collective bargaining unit that are working a compressed workweek will be permitted to elect a 9/10 compressed workweek option; however, any current employee not working a compressed workweek as of the signing of this contract as well as all new hires are not eligible for this program.

2.5 Overtime shall be accrued whenever an employee is authorized to work in excess of the regularly scheduled working hours (i.e., seven-hour day or 35-hour week) due to the pressure of agency business. All overtime must be approved in advance by the Administrator/designee, except that in emergency situations the Administrator/designee may authorize overtime retroactively, it is expressly understood that management reserves the sole right to authorize overtime. Scheduled meetings held on an employee's day off which are due to the employee's choice under flex scheduling and the employee is required to come in for such meeting, the employee will be paid straight time for such scheduled meeting, with all other overtime to be paid in accordance with Article II. This provision shall not violate any wage and hour laws.

2.6 With the exception of overtime worked on flex days off, employees covered by this Agreement will be compensated at the rate of time and one-half in cash or compensatory time off at the employee's option, providing there has been approval by the Administrator/designee for authorized overtime hours in excess of the regularly scheduled workweek. Compensatory time off shall be used during the same pay period whenever possible and shall be scheduled subject to management's approval. For purposes of overtime compensation, all paid time whether worked or not, as well as approved unpaid Union leave, shall be counted as worked time. With respect to overtime worked on an employee's day off that is due to the employee's flex schedule, the employee will receive compensation time off at straight time.

2.7 Time Worked on Flex Days
Any time worked over 35 hours in one week will be compensated at the rate of time and one half.

2.8 Whenever a skeleton crew is necessary to staff the office during an emergency or other partial closing, volunteers will be sought. Compensation for serving as skeleton crew shall consist of compensatory time off or paid time at the discretion of the Employer on an hour-for-hour basis. The employee will be notified at the time of the request for staffing as to whether the compensation will be in compensatory time or cash.

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

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

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

hour interval.

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

3.0 On-Call Pay. An employee on call is an employee working from home who is required to make calls and handle Employer business. On call employees will be paid for time spent responding to calls received at home and will be guaranteed a minimum of two (2) hour pay at the appropriate rate. A cellular phone will be provided to the employee such coverage.

ARTICLE 3
GRIEVANCE PROCEDURE

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

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

3.3 General Provisions.

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

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

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

(d) Union representatives shall be afforded reasonable opportunity to investigate and process grievances during working hours without loss of

regular straight-time pay, provided that permission is obtained in advance from the appropriate department head or his/her designee if this should require the union representative to be absent from the job or to be otherwise relieved of his or her regular responsibilities for a temporary period.

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

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

3.4 Steps.

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

Step 2. If not resolved at the previous level, the grievance may be submitted within fourteen (14) calendar days after receipt of management's response to the County Administrator or designee, who shall render a decision in writing within fourteen (14) calendar days thereafter. If requested, an informal conference may be provided prior to the decision of the County Administrator or his designee. Disclosure of Step 1 filing and subsequent response as well as any other discovery should be provided by the collective bargaining unit with the Step 2 submission.

Step 3. If the Union is not satisfied with the decision of the County Administrator or designee , the matter may be appealed to the Board of Freeholders or designee within fourteen (14) calendar days after receipt by filing the grievance with the Freeholder Director or designee. The Freeholder Director shall consider the matter and render a written decision on behalf of the Board within twenty-one (21) calendar days. If a hearing is requested at this Step, the Freeholder Director may designate himself or the County Administrator, County Counsel, or other designee to conduct the hearing, which shall be held prior to the Freeholder Director's decision. If the Union objects to the Director's decision, it may request

the full Board to review the decision by filing notice to the Clerk of the Board within fourteen (14) calendar days after receipt. The Board may then consider the matter as a body, but shall not be required to do so unless so moved by one or more members of the Board. If no action is taken by the Board to reject or modify the Director's decision within twenty-one (21) calendar days, the decision shall stand.

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

(a) Arbitration shall be limited to grievances based upon the interpretation, application, or violation of an express provision of this Agreement. A disciplinary grievance involving discharge or suspension, fine or demotion equivalent to three (3) days or more may be submitted to binding arbitration except where preempted by a statutory right of appeal to the New Jersey Merit System Board. If the grievance involves suspension of less than three days, it may be submitted to advisory arbitration or may be pursued in such other legal forum as may be available.
(b) The arbitrator shall not add to, subtract from, or modify the terms of this Agreement.
(c) No more than one grievance or issue may be submitted to a single arbitrator unless otherwise agreed to in writing by the parties.
(d) It is understood that arbitration is limited to the four corners of the Agreement and the arbitrator is not to consider any past practice precedent.
(e) The arbitrator shall issue an award in writing to the parties, which shall be final and binding.
(f) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the County and the Union. Any other expenses shall be paid by the party incurring them.

ARTICLE 4
DUES DEDUCTION AND REPRESENTATION FEE

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

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

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

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

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

4.6 Upon written authorization from employee, the Employer shall make Deductions from an employee's pay for contributions to Teamsters Local 331 Political Action Fund and Teamster Local 331 Social Fund, The Gloucester County Public Employees Charitable Campaign, and the Employer's deferred compensation plan, as well as for the purchase of U.S. Savings bonds. The Employer shall also continue to offer employees the ability to purchase life, disability, automobile, and homeowner's insurance through payroll deduction. The amounts deducted shall be remitted as required.

ARTICLE 5
SALARY AND LONGEVITY PAYMENTS

5.1 Salaries: Employees hired prior to 1/1/12 shall receive a 2% across the board salary increase each year of the contract, 2012 through 2014 respectively, in accordance with the title classification and salary schedule shown in Appendix 1.

All new hires (hired 1/1/12 and after) who are promoted to the unit receive a promotional increase to salary in the amount of $2000 and if subsequently promoted in title classification within the unit (ie from a C title to a D,E, or F title), an additional promotional increase to salary in the amount of $2,000. After the promotion year is concluded, these employees will receive a 2% across the board increase each year thereafter through the end of the contract 2014.

Annual salary figures are based on a 35-hour week and shall be pro-rated on an hourly basis for part-time employees.

Evaluations have 12 categories plus goals as assigned.

5.2 Employees hired on or after 1/1/12 under this Agreement do not receive any longevity compensation, reward, or bonus. All employees hired prior to 1/1/12 who as of December 1 of each year have completed at least nine years of active service shall be entitled to a non-cumulative longevity bonus in accordance with the following schedule:

Years of Completed Service	Longevity Bonus
9 - 14 years	$1050 as of 2004
15 - 19 years	$1450 as of 2004
20 or more years	$1750 as of 2004

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

5.3 Paychecks will normally be issued to each employee every two weeks. If available, paychecks will be distributed on Thursdays after 3:00 PM.

ARTICLE 6
EDUCATIONAL ASSISTANCE

6.1 Tuition and Fees. The Employer will reimburse employees for tuition and regular registration fees upon satisfactory completion of courses or seminars leading to advancement or improvement of skills in the employee's field or to maintain required licensure or certification, as determined by the Employer. The maximum reimbursement for each employee shall be $1000 per year.

6.2 Submission of Requests. Requests for educational assistance shall be submitted to the HR Director at least one month prior to enrollment whenever possible. The HR Director will make every effort to respond within one month of the request, but in no event will be liable for any expenses incurred by an employee that have not been approved.

6.3 Payment for Additional Certifications. Whenever an employee obtains any certification or license at the request of the Employer, over and above the minimum legal requirements of the lob, the Employer shall pay the applicable fee for such certification or license, including renewal fees.

6.4 Time Off for Administrators. Employees in the Supervisory Unit will be permitted to take five days off per year, without loss of pay, to participate in courses or seminars as described in Section 6.1 during the work day.

6.5 Training Costs. All necessary costs incurred for purposes of training required by the Employer will be paid by the Employer.

ARTICLE 7
TRAVEL EXPENSES

7.1 Automobile Reimbursement
The mileage reimbursement for employees who are required to use their own vehicles shall be the standard mileage rate as per Internal Revenue Service. Travel reimbursement should not be inclusive of typical commute to and from worksite. The Employer shall also reimburse employees for necessary tolls and parking expenses which may be incurred in the course of employment.

7.2 Insurance Reimbursement
Employees who are required to use their personal automobile in excess of 100 miles in a calendar month on agency business shall receive an additional $20 dollar reimbursement for insurance for such month.

7.3 Subsistence Expenses. Whenever employees are required to travel on official business away from the office, necessary lodging and meal expenses shall be paid by the Employer. Payments for meal expenses shall consist of $12.50 for breakfast, $17.50 for lunch, and $27.50 for dinner. It is understood all reimbursements shall be accompanied by a receipt.

7.4 If a meeting outside the area runs until 1:30 p.m., or employee cannot return to the office by 2:30 p.m., the employee is entitled to a luncheon allowance.

ARTICLE 8
BEREAVEMENT LEAVE DAYS

8.1Each employee will be entitled to an aggregate of 28 hours of paid bereavement leave per year without loss of regular straight time pay to participate in, arrange and/or attend funeral or burial services, or participate in religious observances for a member of his or her immediate family. For purposes of this section, "immediate family" shall include the following relatives of either the employee or the employee's spouse: father, mother, step father, step-mother, step-child, grandmother, grandfather, grandchild, spouse, child, foster child, sister, brother, step-sister, step-brother, sister-in law, brother-in-law, son —in-law, daughter-in-law, aunt, uncle, niece and nephew. In addition, "immediate family" shall include any relative or domestic partner of the employee residing in the employee's household. "Parent" means a biological parent or an individual who stands or stood "in loco parentis" to an employee when the employee was a child. Persons who are "in loco parentis" include those with day-to-day responsibilities to care for and financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. Bereavement leave days shall not be charged against any accumulated sick or vacation leave days. Such bereavement leave days shall be non-cumulative and shall be prorated for part-time employees.

8.2 Employees may request an extension of the period of bereavement leave beyond the four days (for the purposes of calculating time, 1 day = 7 hours) provided above; however, any days over the permitted leave shall be charged against an employee's accumulated sick leave, or if no sick leave is available, then it shall be deducted from the employee's pay. Vacation leave may also be used in case of bereavement at the employee's option, in which case advanced notice shall be waived.

8.3 Each employee may utilize one unpaid leave day or vacation leave per year to arrange or attend the funeral of a close friend or relative not designated in section 8.1 above. The requirement of 48 hours' notice to the employer will be waived in such cases.

ARTICLE 9
PERSONAL LEAVE DAYS

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

After 4 months of employment - one day (7 hours).
After 7 months of employment - two days (14 hours).
After 10 months of employment - three days (21 hours).
(for the purposes of calculating time, 1 day = 7 hours)

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

9.3 Each request to take a personal leave day shall be submitted to the Administrator/designee at least two working days prior to the requested date. The Administrator/designee may at his/her discretion waive the two working days' notice. The annual personal leave days shall be pro-rated for part-time employees. Not more than twenty-five percent of personnel within a department shall be given the same personal leave day without the express consent of the Director. Personal leave shall be taken in half hour increments.

Personal leave shall be taken in quarter hour increments.

9.4 Personal Leave request will not be unreasonably denied but approval is subject to operational needs.

ARTICLE 10
SICK LEAVE AND DISABILITY LEAVE

10.1 Sick Leave Entitlements

Paid sick leave may be used whenever an employee is unable to work because of personal illness or injury, including disability due to pregnancy; exposure to contagious disease; care of a seriously ill member of the employee's immediate family (as defined in Section 20.1); death in the employee's immediate family (as defined in Section 8.1); or acquisition of necessary devices or other aids by an employee who is disabled. Full-time employees shall earn sick leave on the following basis:

(a) During the first calendar month of employment, employees who commence work prior to the 16th day of the month will earn one sick day; employees who commence work prior to the 24th day of the month will earn one-half sick day.
(b) During the remainder of the first calendar year, each employee will earn one sick day per month, or major fraction thereof.
(c) Thereafter, each employee will be credited with 15 days in every calendar year to be earned at the rate of one and one-quarter days per month.
(d) Sick Leave shall be taken in quarter hour increments.

10.2 Reporting of Absence on Sick Leave

(a) If an employee is absent for reasons that entitle him or her to sick leave, the appropriate supervisor shall be notified promptly as of the employee's usual reporting time, but in no event later than 8:30 a.m. or one-half hour after the employee's starting time on the day of the absence.
(b) Employees who call in sick after the specified reporting time may be denied sick leave from the employee's usual starting time up to the time of the call.
(c) Absence without notice of 5 consecutive days shall constitute a resignation in accordance with Department of Personnel regulations on the subject.

10.3 Verification of Sick Leave

(a) Should medical evidence be required under circumstances to verify illness for purposes of granting sick leave, the employee shall be given timely notice on a case-by-case basis. Abuse of sick leave shall be cause for disciplinary action.
(b) The Employer may require an employee who is absent because of serious illness or injury, before returning to duty, to be examined at the expense of the Employer by a physician chosen by the employee from a panel of physicians provided by the Employer. Such examination shall establish whether the employee is capable of performing his or her normal duties and that his or her return will not jeopardize the health of the employee or other employees.

10.4 Administration of Sick Leave

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

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

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

A catastrophic illness or injury shall be understood as a condition based on a medical prognosis, which requires a period of treatment or recuperation, as a result of which the employee is unable to work, or is expected to be out of work, for at least two months of consecutive work time or on an intermittent basis equivalent to two months work time.

An employee may receive donated sick leave for personal illness or injury or care for a seriously ill member of an employee's immediate family. For the purposes of this policy, immediate family shall include any relations as are deemed within the definition of family members under the NJFLA and the federal FMLA (please refer to HR 6.11, HR 6.11 Exhibit S titled "NJFLA and FMLA General Information"). In general, immediate family is defined as a parent, child, and spouse or civil union partner.

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

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

ARTICLE 11
HOLIDAYS

11.1 Regular holidays shall be as follows:

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

Employees shall be permitted to request their Personal Holiday in the same manner as administrative leave. For the purposes of calculating time, a Personal Holiday is equal to one regular workday. Whenever any of the days enumerated falls on a Sunday, the Monday next following shall be deemed a holiday. Whenever any of the days enumerated falls on a Saturday, the preceding Friday shall be deemed a holiday. New Year's Eve will not be considered a holiday.

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

11.3 Employees who are required to work on a holiday shall be paid at the rate of one and one-half times the regular straight time rate for time worked in addition to straight time pay for the holiday as such. There shall be no pyramiding of time or overtime. Where applicable, when a holiday falls on a "payroll Monday" (the Monday immediately preceding payday), extra work hours earned after 12 PM on the preceding Friday will be included in the following pay period.

ARTICLE 12
VACATION LEAVE DAYS

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

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

(b) After the first calendar year of service through five years of service, 12 working days per year.

(c) After five years of service through 12 years of service, 15 working days per year.

(d) After 12 years of service through 20 years of service, 20 working days per year.

(e) After 20 years of service, 25 working days per year. Vacation allowances for part-time employees will be pro-rated.

12.2 For purposes of computing years of service, employees with more than 20 working days of unpaid time (other than union leave), during the 12-month period preceding their anniversary date, will have such date moved forward, that is delayed, by the number of days in excess of the aforementioned 20 working days.

12.3 Employees shall submit vacation requests to the Administrator/designee or designated supervisor on form provided by the Employer as soon as possible. In the event that an emergency situation precludes timely notice, the request may be submitted orally at the earliest opportunity. All such leaves are subject to approval by the Administrator/designee. Nothing herein precludes an employee from being released early on a work day for approved vacation leave.

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

12.5 Vacation leave shall be taken in quarter hour increments.

ARTICLE 13
HEALTH BENEFITS

13.1 The Employer shall continue the following insurance for each eligible employee and his or her spouses/civilly unionized partners and/or dependents:

(a) Medical. The State Health Benefits Program is provided to eligible employees covered by this contract. Subject to the conditions specified below, full-time employees may elect coverage through the State Health Benefits Plan.
(b) Prescription. The County shall continue the Prescription Drug Benefit Program during the period of this Agreement. The program shall be administered by the State Heath Benefits Plan.

For purposes of this section, eligible employees are understood to be all full-time employees and all part-time employees who are regularly scheduled to work an average of at least thirty (30) hours per week.

13.2 Employee Contributions: In accordance with Chapter 78, P.L. 2011, employees receiving health benefits (medical, prescription, dental and vision) pay a contribution towards the cost of health benefits. The minimum health contribution required is 1.5% of salary and the law requires that the percent of premium contribution (derived from salary and type of coverage) is multiplied by the total premium due for each employee and deducted from base salary; furthermore, employees hired on or after the effective date of Chapter 78, P.L. 2011, (June 28th, 2011) shall contribute at the highest level (Year 4).

All deductions for employee contributions shall be made on a pre-tax basis in accordance with a cafeteria plan authorized under Section 125 of the Internal Revenue Code.

13.3 The Employer will continue to provide each employee with Temporary Disability Insurance in accordance with the provisions of the New Jersey State Plan.

13.4 The Employer shall continue to provide dental insurance for employees in accordance with the current indemnity plan. The same coverage shall be offered for dependents of employees. There shall be no deductible for any of the services provided under the plan. As an alternative to the indemnity plan, the Employer shall offer coverage through a dental plan organization, in accordance with the existing terms. Employees who elect to enroll in the dental plan organization may also enroll their dependents.

(a) Employees who do not have medical and prescription coverage pursuant to Section 13.4 above but receive dental coverage under this section for one or more dependents will make contributions toward the cost of coverage through payroll deductions on a pre-tax basis, as authorized by Section 125 of the Internal

Revenue Code. The contributions will be $20 per month for two-party coverage and $30 per month for three-party coverage.

13.5 The Employer reserves the right to change insurance carriers or plans or to self-insure so long as the benefits to be provided are substantially equivalent to those of the existing plan(s).

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

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

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

As applicable, in accordance with Chapter 78, P.L. 2011, retirees receiving health benefits pay a contribution towards the cost of health benefits, based upon the retirement allowance, including any cost-of-living amount paid.

It is understood that the benefits provided to retired employees pursuant to subsections (a) and (b) above will be substantially the same as, or equivalent to, the benefits they would receive if still actively employed. Retirees will not be required to pay contributions toward the cost of their post-retirement coverage except as may be required by law.

Insofar as permitted by law, employees may also continue any group health benefits that are not paid for by the Employer after retirement pursuant to subsections (a) or (b) above by paying the premium costs for such coverage themselves.

13.7 The Employer shall provide plans pursuant to Section 125 of the Internal Revenue Code whereby employees can place a portion of their pre-tax salaries into flexible spending accounts for the payment of medical or dependent care expenses.

13.8 Waiver of Benefits. Should an employee voluntarily waive coverage under the State Health Benefits Plan ("SHBP") and provide a certification to the County that he/she has other coverage, the County will waive the contribution for that employee:

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

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

Waivers of coverage will take effect January 1 following the employee's election.

Employees who have waived coverage but plan to apply for post-retirement medical or prescription coverage pursuant to Section 13.6 must be re-enrolled in the respective plans during the open enrollment period, currently the November effective the proceeding January, prior to retirement.

The Waiver provision does not apply to employees who are covered by another member of the family that is employed by the County of Gloucester as it is considered multiple coverage and therefore, not entitled to participate in the wavier program.

ARTICLE 14
PERMANENT APPOINTMENT

14.1 All permanent appointments shall be made in accordance with Department of Personnel Rules and Regulations.

ARTICLE 15
POSTING OF VACANCIES

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

15.2 An employee on Employer approved extended leave of absence who makes prior written request shall mailed a copy of Department of Personnel Promotional Job Announcements to his/her home address during such leave.

ARTICLE 16
PERSONNEL RECORDS

16.1 The employment records of each employee shall be open to the inspection of the employee upon request. Each employee will be afforded the opportunity to initial disciplinary material prior to incorporation into his/her permanent personnel file and shall be provided with a copy of same.

16.2 Any disciplinary actions which are normally reported to the Department of Personnel must be retained in the employee's file in accordance with Department of Personnel regulations.

16.3 All employees will receive a written notice of appointment after action is taken on their appointment by the Employer at a regular meeting.

ARTICLE 17
NON-DISCRIMINATION

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

ARTICLE 18
UNION ACTIVITIES

18.1 During any calendar year, a total of five days unpaid leave may be granted to all employees for Union activities. All requests for Union leave will be made at least two working days before leave is to commence. If in the opinion of the Administrator/designee the employee's absence from duty on Union business will impede or render impossible the accomplishment of Welfare Board work, then the Administrator/designee may upon written notice to the employee deny the leave. Application for any other unpaid leaves of absence for Union business will be considered on a case-by-case basis by the Employer.

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

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

ARTICLE 19
REQUESTS FOR LEAVE

19.1 The Employer will approve or disapprove, on a case-by-case basis, all written requests for leaves of absence for educational or other purposes such as personal growth and enrichment. All such leaves shall be unpaid unless payment is specifically authorized by statute or required by this Agreement. Requests for leaves of absence shall be submitted in writing and shall be granted or denied in writing.

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

ARTICLE 20
FAMILY LEAVE

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

20.2 An employee seeking leave for childbirth, adoption, or foster care shall request such leave from the Director at least 30 days prior to the commencement of the leave, except when emergent circumstances warrant shorter notice.

20.3 The granting of leaves under this Agreement shall be in compliance with state Family Leave Act and the federal Family and Medical Leave Act in effect as of July 1, 1994. Employee health benefits shall be continued by the Employer for a minimum of 12 weeks during any qualifying leave under these statutes.

ARTICE 21
MANAGEMENT RIGHTS

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

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

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

The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Employer after advance notice thereof to the employees and to require compliance by the employees is recognized.

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

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

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

To subcontract any of the work performed by employees covered by this Agreement for reasons of economy or other legitimate business reasons, provided the Union is consulted 120 days in advance.

21.2 In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in

conformance with the Constitution and laws of New Jersey and of the United States.

21.3 Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under any national, state, county or local laws or regulations.

ARTICLE 22
WORK CONTINUITY

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

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

ARTICLE 23
UNION REPRESENTATIVES

23.1 The Union will designate one representative to deal with the Administrator/designee, said representative to act as liaison between the Employer and the Union concerning management and/or employee problems.

23.2 The Union representative shall contact the Administrator/designee and request that meetings be set up as needed and as convenient to the schedule of the Administrator/designee to discuss any problems of concern to the Union representative. If in the opinion of the Administrator/designee it is mutually beneficial to meet on work time, then the employee shall suffer no loss in pay.

ARTICLE 24
RESPONSIBLE UNION-EMPLOYER RELATIONSHIP

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

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

ARTICLE 25
RETIREMENT

25.1 The Employer shall make a lump sum payment to eligible employees covered by this Agreement who retire from the Public Employee Retirement System to be computed at the rate of one-half their daily rate of pay for each day of earned and unused accumulated sick leave. The daily rate of pay shall be based upon the average annual compensation received during the last year of employment prior to the effective date of retirement. In no event shall such payment exceed $15,000 unless at any time during this agreement any other Union receives any higher compensation, employees covered by this contract will receive the higher compensation.

ARTICLE 26
DISCIPLINE

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

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

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

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

ARTICLE 27
HEALTH AND SAFETY

27.1 Health and Safety Committee

There shall be a Health and Safety Committee composed of a maximum of one member selected by the Employer and one selected by the Union. Such committee shall meet at times of mutual convenience outside of the work day to discuss substantive problems that may arise from time to time regarding any health and safety concerns pertaining to the bargaining units. Nothing herein precludes the possible need for discussion and resolution of imminent and potentially dangerous situations during working hours.

27.2 Annual vision screening will be provided by the Employer, employees who regularly operate VDT equipment in excess of 50% of their work time.

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

ARTICLE 28
EVALUATIONS

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

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

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

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

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

28.6 Appeal of the evaluation must be made through the grievance procedure except that the final and binding determination shall reside with the Administrator/designee. If an increment is withheld as a result of such evaluation(s) and if raises are unfairly given, based on an unfair evaluation, then a grievance arising therefrom may be appealed through the grievance procedure to the Employer which shall make a final and binding determination.

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

28.8 Where an employee is to be evaluated, and such evaluation results in increment withholding, then such evaluation shall be provided no less than 45 days prior to such negative action nor more than 90 days prior to the event.

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

28.10 If such increment is withheld or a raise unfairly given, then a follow-up evaluation shall be provided within six to eight months after previous evaluation that was the basis for withholding an increment or raise. If the follow-up evaluation reflects satisfactory performance, then the increment shall be paid effective six months from the date the

withheld increment or raise would have been paid.

ARTICLE 29
PAYROLL DEDUCTIONS AND DIRECT DEPOSIT

29.1 The Employer agrees to make payroll deduction for any employee upon written request to be paid to an appropriate credit union as authorized by E.J.S.A. 4OA: 9-17.

29.2 Upon written authorization from the employee, the Employer shall make deductions from an employee's pay for contributions to Teamsters Local 331 Political Action Committee, the Gloucester County Public Employees Charitable Campaign, and the Employer's deferred compensation plan, as well as for the purchase of U.S. Savings Bonds. The amounts deducted shall be remitted as required.

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

ARTICLE 30
INDEMNIFICATION

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

ARTICLE 31
SEPARABILITY AND SAVINGS

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

ARTICLE 32
FULLY-BARGAINED PROVISIONS

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

ARTICLE 33
TEMPORARY JOB ASSIGNMENT

33.1 In the event an employee is directed in writing to assume a total higher job outside of his or her job classification, then the employee will be paid on the same basis as thought he or she were provisionally promoted to said job title under the following circumstances:

(a) The assignment is for two or more consecutive working days, in which case the employee will receive the appropriate pay commencing with the second day of such assignment; or
(b) The employee has been assigned to the higher job for an aggregate of 11 or more working days in a calendar year, in which case the employee will receive the appropriate pay commencing with the 11th day. In all cases, out of title assignments shall be deemed to be in whole day increments and must be memorialized in writing by the appropriate supervisor.

ARTICLE 34
DURATION AND NEGOTIATION OF SUCCESSOR AGREEMENT

34.1 This agreement shall be effective January 1, 2012 and shall continue through December 31, 2014.

34.2 Negotiations over a successor agreement shall commence on or about October 1, 2014.

County of Gloucester

Robert M. Damminger
Freeholder Director

Chad M. Bruner
County Administrator

Date: 9-19-12

Teamsters Local 331

Marcus W. King
President

Hazel Porter

Date: 8-30-12

APPENDIX I
TITLE CLASSIFICATION AND SALARY SCHEDULE

Assistant Administrative Supervisor of Social work.....C
Assistant Administrative Supervisor of Income Maintenance.....C
Coordinator of Child Support & Paternity Program.....C
Training Supervisor.....D
Administrative Supervisor of Social Work.....E
Administrative Supervisor of Income Maintenance.....F

For employees hired prior to 1/1/12:	2012	2013	2014
C	$91,015	$92,835	$94,682
D	$99,910	$101,908	$103,946
E	$101,816	$103,853	$105,930
F	$103,227	$105,292	$107,397

All new hires, those hired 1/1/12 and after, who are promoted to the unit receive a promotional increase to salary in the amount of $2000 and if subsequently promoted within the unit (ie from a C to a D, E, or F), an additional promotional increase to salary in the amount of $2,000. After the promotion year is concluded, these employees will receive a 2% across the board increase each year thereafter.