AGREEMENT

BETWEEN

THE GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

Local 1085
Division of Social Services
Rank-and-File and Supervisory Units

January 1, 2015 – December 31, 2018

TABLE OF CONTENTS

	Preamble	1
Article 1	Recognition	1
Article 2	Hours of Work and Overtime	2
Article 3	Grievance Procedure	3
Article 4	Dues Deduction and Representation Fees	5
Article 5	Salary and Longevity Payments	5
Article 6	Educational Assistance	6
Article 7	Travel Expenses	7
Article 8	Bereavement Leave Days	7
Article 9	Personal Leave Days	8
Article 10	Sick Leave and Disability Leave	8
Article 11	Holidays	10
Article 12	Vacation Leave Days	10
Article 13	Health Benefits	11
Article 14	Layoffs	13
Article 15	Posting of Vacancies	13
Article 16	Personnel Records	14
Article 17	Non-Discrimination	14
Article 18	Union Activities	14
Article 19	Requests for Leave	14
Article 20	Family and Medical Leave	15
Article 21	Temporary Job Assignment	16
Article 22	Special Payments	16
Article 23	Management Rights	16
Article 24	Work Continuity	17
Article 25	Union Representatives	17
Article 26	Responsible Union-Employer Relationship	18
Article 27	Retirement	18
Article 28	Discipline	18
Article 29	Health and Safety	19
Article 30	Evaluations	20
Article 31	Payroll Deductions and Direct Deposit	20

Article 32	Indemnification	21
Article 33	Severability and Savings	21
Article 34	Fully-Bargained Provisions	21
Article 35	Duration and Negotiation of Successor Agreement	22
	Signatures	22
Appendix I	Salary Schedules A,B,C, and D	23
Appendix II	Classifications and Salary Ranges	27
Appendix III	Calculation of Employee Leave	29

PREAMBLE

The GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS (hereinafter referred to as the "Board" or "the Employer") and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, including the GLOUCESTER COUNTY SOCIAL SERVICES SUPERVISORS, (hereinafter referred to as the "Union") hereby enter into this Agreement for the establishment of salaries, benefits and other terms and conditions of employment.

ARTICLE 1
RECOGNITION

1.1. **Rank-and-File Unit.** The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for part-time (employed on a regular basis) and full-time non-supervisory employees of the Division of Social Services, excluding casual, temporary, seasonal and confidential employees and managerial executives. The job classifications which currently comprise the bargaining unit are listed in Appendix I. Excluded from the bargaining unit are all other job classifications, including but not limited to:

Assistant Training Supervisor
Assistant Administrative Supervisor
Chief Investigator
Child Support Coordinator
Director
Deputy Director
Fiscal Officer
Personnel Assistant
Principal Clerk Stenographer (Confidential)
Property and Resources Supervisor
Training Supervisor
Chief Clerk
Administrative Secretary, County Welfare Agency
Secretarial Assistant (Confidential)
Secretarial Assistant Stenography (Confidential)
All Supervisors
All Administrative Supervisors

1.2. **Supervisory Unit.** The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for part-time (employed on a regular basis) and full-time supervisory employees of the Division of Social Services, as certified by PERC, in the job classifications (including bilingual variants) which currently comprise the bargaining unit and are listed in Appendix I. Excluded from the bargaining unit are all other classifications, including but not limited to casual, temporary, or seasonal employees; non-supervisory employees; confidential employees; and managerial executives. The positions of Director, Deputy Director, Administrative Supervisor, Assistant Administrative Supervisor, Training Officer, Fiscal Officer, Personnel Assistant, and Child Support Coordinator shall be specifically excluded.

1.3. **Inclusion in Unit.** Individuals appointed to a permanent bargaining unit position are to be included in the bargaining unit.

1.4. **New Classifications.** 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.

1.5. **Gender.** 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.

1.6. **Performance of Unit Work by Work Experience Participants.** Duties ordinarily performed by bargaining unit employees may be assigned to work experience or community service participants outside the unit under the following conditions only:

(a) Written notice shall be provided to the union at least 10 days before any participant begins work.

(b) The union shall be apprised of the nature of the work to be assigned.

(c) No such assignment shall be made or continued if the positions of employees who ordinarily perform such work have been reduced in number within the past 12 months or if any such positions remain unfilled for longer than three months.

ARTICLE 2
HOURS OF WORK AND OVERTIME

2.1. **Hours of Work.** The current hours of work shall continue, except as may be provided otherwise by agreement of the parties. The regular workweek shall consist of 35 hours, start time as early as 7:30 AM and end time as late as 4:45 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 Director of Human Resources in consultation with the Union. Notwithstanding the hours of work specified, the Director of Human Resources may allow voluntary flex-time and job-sharing arrangements.

2.2. **Lunch Hours.** The Employer may arrange the lunch hours of employees so as to have part of the staff available to the public at all times.

2.3. **Changes in Operating Hours.** The hours of operation for the agency may be varied or extended by the Employer as the need arises. It is further understood that the Employer retains the right to determine staffing levels, including the number of employees and the classifications needed during all hours of operation. In the event of a change in the hours of operation, an agreement will be worked out cooperatively between the Employer and the Union concerning the selection of staff and work schedules to accommodate such change.

2.4. **Compressed Workweek Program.** The current compressed workweek program will be continued for all employees hired prior to November 1, 2007. Employees hired on or after this date will be permitted to elect a 9/10 compressed workweek option after one year of service, subject to operational requirements as reasonably determined by the Employer.

2.5. **Overtime Authorization.** 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 Employer, except that in emergency situations the Employer may authorize overtime retroactively. It is expressly understood that management reserves the sole right to authorize overtime.

2.6. **Overtime Compensation.** Employees covered by this Agreement will be compensated at the rate of time-and-a-half in cash or compensatory time off, at the employee's option, providing there has been approval by the Employer 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.

2.7. **Lateness.** Employees are expected to report to work on time. Unless excused by the Employer 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.

2.8. Call-In Pay. Any employee who is called to work prior to his or her next scheduled shift shall be guaranteed a minimum of two hours' pay at the appropriate rate, along with reimbursement for travel expenses to and from the job, unless the call-in runs into the employee's regular shift.

2.9. Work Time for Testimony. An employee who is required to testify as a witness in any matter arising out of his or her job or concerning anything that was done as part of his or her job will be deemed to be on work time while appearing and testifying accordingly.

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 supervisor.

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 a dispute is appealed 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 to arbitration by means of the grievance procedure set forth herein.

(b) Formal grievances shall be presented through the Union, and an aggrieved 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. Failure of a Union Representative to seek advance permission to be absent from duties to investigate and process such matters is subject to disciplinary action.

(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.

(g) All parties shall provide discovery upon request, with reasonable promptness.

3.4. Steps.

Step 1. The grievance shall be taken to the appropriate department head 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, who shall render a decision in writing within fourteen (14) calendar days thereafter. A copy of the Step 1 filing, together with a copy of the Step 1 response, if any, shall be furnished to the County Administrator at his or her request. If requested by the Union, an informal conference will be provided prior to the decision of the County Administrator or his designee, except that the Director may notify the parties to make written submissions in lieu of a conference if there is no material dispute over the facts.

Step 3. If the Union is not satisfied with the decision of the County Administrator, the matter may be appealed to the Board of Freeholders within fourteen (14) calendar days after receipt by filing the grievance with the Freeholder Director. The Freeholder Director or his/her designee 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 or his/her's designee decision. If the Union objects to the Director's or his/her's designee 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 shall not be submitted for arbitration where a statutory right of appeal to the New Jersey Civil Service Commission is 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 DEDUCTIONS AND REPRESENTATION FEES

4.1. **Dues Checkoff.** The 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 in 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. **Withdrawal of Dues Checkoff.** All deductions agreed upon in Section 4.1 above will be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9e, as amended. In the event any employee withdraws his or her authorization for dues deduction by notice to the County Treasurer, such dues shall be halted as of July 1 next following the date on which notice of withdrawal was filed.

4.3. **Deduction of Representation Fees.** 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. **Demand-and-Return System.** 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. **Hold Harmless.** 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.

ARTICLE 5
SALARY AND LONGEVITY PAYMENTS

5.1. **Salaries.** Salaries and ranges of employees shall be in accordance with the appropriate salary schedules as indicated in Appendices I and II. Annual salary figures are based on a 35-hour week and shall be pro-rated on an hourly basis for part-time employees. Across-the-board adjustments shall be as follows:

(a) Following ratification of this Agreement, each employee currently on the payroll will be placed on the correct range shown in Salary Schedule A of Appendix I, on the next numbered step higher than his or her previous step, thereby resulting in a 2.0% across-the-board salary increase. This salary increase will be effective retroactively to January 1, 2015. Retroactive salary payments will also be made for all former employees who retired between January 1, 2015 and the date of the across-the-board adjustments. Employees hired after the across-the-board adjustments are issued for 2015 will be placed on step 1 of the appropriate range.

(b) As of January 1, 2016, each employee's salary will be adjusted to the respective range of Schedule B, on the next numbered step higher than his or her previous step, thereby resulting in a 2.0% across-the-board salary increase.

(c) As of January 1, 2017, each employee's salary will be adjusted to the respective range of Schedule C, on the same numbered step as his or her previous step, thereby resulting in a 2.0% across-the-board salary increase.

(d) As of January 1, 2018, each employee's salary will be adjusted to the respective range of Schedule D, on the same numbered step as his or her previous step, thereby resulting in a 2.0% across-the-board salary increase.

(e) Employees who exceed the top step of their respective salary range shall receive the same percentage adjustments as provided to those on steps.

5.2. Incremental Raises. Annual merit incremental increases in salary will be granted to each employee who has satisfactorily completed a year of continuous service prior to his or her anniversary date, providing the employee is not at the maximum step of the range as follows:

(a) All increments shall be due and payable effective with the first payroll period following the month during which the anniversary occurs.

(b) For purposes of increment and longevity payments, employees with more than 20 working days of unpaid time (other than union leave), during the 12-month period preceding their increment or longevity date, as may be appropriate, will have such date(s) moved forward, that is delayed, by the number of days in excess of the aforementioned 20 working days.

5.3. Promotional and Demotional Adjustments. Any employee who is promoted to a higher salary range shall be placed on the nearest step of the new range which reflects an increase of not less than one increment on the former salary range. Any employee who is demoted shall be placed on the nearest step of the new range which reflects a decrease of not less than one increment on the former salary range. Notwithstanding the above, if an employee is demoted to a title which was previously held within the past 12 months, he or she will be placed on the same step of the lower range and shall have the same anniversary date as if he or she had served continuously in the original title.

5.4. Longevity Payments. All employees 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, provided they were hired prior to June 1, 2012:

9-14 years—$1,050
15-19 years—$1,450
20 or more years—$1,750

Longevity bonuses shall be paid to eligible employees by separate check the week following the first pay day in December of each year. Employees hired on or after June 1, 2012 will not be eligible for longevity payments.

ARTICLE 6
EDUCATIONAL ASSISTANCE

6.1. Payment for Courses. The Employer agrees to pay for any course that an employee is required to take by the Employer in the employee's course of employment. At its sole discretion, the Employer may reimburse employees for expenses and tuition for other courses that are related to work operations, provided that no employee shall be reimbursed for more than four courses per year and provided further that the tuition reimbursement shall not exceed the rate charged by Rutgers University for comparable courses. In no event shall the Employer's reimbursement to an employee exceed $2,500 annually. To be eligible for educational assistance an employee must be in good standing with a satisfactory work record for the preceding 12 months free of any suspension for three or more days.

6.2. Approval of Courses. All courses of this nature must first be approved by the Director of Human Resources. The Director will develop criteria that will clearly indicate that the course is work-related and that the course

will contribute to the Employer in some measurable way. Any employee seeking reimbursement for work-related courses must submit a copy of the transcript indicating that the employee has maintained at least a C or 2.0 average in the course, if it is an undergraduate course. All grades must be submitted to the Director and in addition to the grade sheet, actual proof of payment from the institution by the employee must be submitted within a reasonable time.

6.3. **Submission of Requests.** Requests for educational assistance shall be submitted prior to the beginning of the course, but in no case later than the month in which the course begins. The Director of Human Resources shall inform the employee of the decision for reimbursement within 30 days after the employee's request has been made.

6.4. **Decision by Management.** The selection and decision regarding the number of employees to be allowed educational leave shall be the sole determination of management. All requests shall be considered on a case-by-case basis.

ARTICLE 7
TRAVEL EXPENSES

7.1. **Automobile Expenses.** Mileage reimbursements for employees who are required to use their own vehicles shall be in accordance with the standard mileage rate for business purposes as periodically determined by the Internal Revenue Service. The Employer shall also reimburse employees for necessary tolls and parking expenses which may be incurred in the course of employment. Mileage reimbursement will not include the normal commute between the employee's home and work site.

7.2. **Subsistence Expenses.** Whenever employees are required to travel on official business outside the county, 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.

ARTICLE 8
BEREAVEMENT LEAVE DAYS

8.1. **Eligibility for Paid Bereavement Leave.** Each employee will be entitled to bereavement leave 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, grandmother, grandfather, grandchild, great-grandchild, spouse, child, foster child, stepchild, sister, brother, step-sister, step-brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, niece, nephew, aunt, uncle, and cousin. 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.

8.2. **Allowable Time Off for Immediate Family.** Bereavement leave shall be limited to four days per year for full-time employees who normally work a five-day workweek. For employees on compressed workweeks, the limit shall be three and one-half days per year. Allotments shall be pro-rated for part-time employees. Bereavement leave may be used in hourly increments. If an employee requires additional leave because of bereavement, he or she may utilize available sick or vacation leave or may utilize unpaid leave for such purpose.

8.3. **Other Leave for Bereavement.** An employee may utilize one unpaid leave day or vacation leave, at the

employee's option, to arrange for or attend services for any friend or relative not designated in Section 8.1 above. The requirement of 48 hours' prior notice to the Employer will be waived in such cases.

ARTICLE 9
PERSONAL LEAVE DAYS

9.1. Accrual of Personal Leave. Full-time employees shall be entitled to personal leave days as follows:

Three (3) days annually, except those transferred after July 1st to receive two (2) days in the first year and those hired after July 1st to receive one (1) day in the first year. Personal days will be credited in hours (or fractions thereof) pursuant to Appendix III. The annual allotment of personal leave days shall be pro-rated for part-time employees.

9.2. Personal Leave Carryover. 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. Requests for Personal Leave. Each request to take a personal leave day shall be submitted to the Director at least two working days prior to the requested date. The Director may waive the two working days' notice in case of emergency and may do so for other good reason at his or her discretion. Not more than 25% of personnel within a department shall be given the same personal leave day without the express consent of the Director. Personal leave may be used in increments of one-quarter hour.

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 be entitled to paid sick leave as follows, to be credited in hours (or fractions thereof) in accordance with Appendix III:

(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.

10.2. Reporting of Absence on Sick Leave.

(a) For the purpose of calling out for sick leave, employees shall call their immediate supervisor first and if said supervisor is unavailable, employee will then call Social Services Administration. The employer shall supply employees with call-out numbers for both supervisor and administration. Call-outs or other same day requests for sick leave will not be accepted at any other agency numbers. When calling administration, the employee will provide a call-back number. Furthermore, the County recognizes that only the employee may request the use of sick leave. Having another individual

call out on behalf of the employee, unless in a case of extreme emergency, is not recognized as a legitimate request for sick leave and as such will be denied.

(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 five consecutive days shall constitute a resignation in accordance with Civil Service regulations on the subject.

10.3. Medical Verification.

Should medical evidence be required under the circumstances to verify illness for purposes of granting sick leave, the employee shall be given timely notice on a case-by-case basis. Although failure to produce medical verification shall not be considered a disciplinary offense *per se*, it is understood that such failure may result in denial of sick leave. Abuse of sick leave shall be cause for disciplinary action.

10.4. Administration of Sick Leave. The administration of sick leave shall be in conformance with applicable Civil Service regulations, including pro-ration for part-time employees. Any amount of sick leave not used in any calendar year shall accumulate from year to year. Sick leave may be used in increments of one-quarter hour.

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 the insurance carrier has determined that the disability is job-connected. In the event the employee receives periodic Workers' 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) A catastrophic illness or injury shall be understood as a condition which requires a period of treatment or recuperation, as a result of which the employee has been unable to work for at least two months or is expected to be out of work for at least two months based on medical prognosis.

(b) 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 personal leave.

(c) 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.

(d) Any donated sick days that remain unused by the recipient upon his or her return to work will be restored to the donor employees on a pro-rated basis.

(e) No employee shall be subject to coercion of any kind in connection with the donation of sick leave. Donations will be strictly confidential.

ARTICLE 11
HOLIDAYS

11.1. **Specified Holidays.** 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 take their Personal Holiday in the same manner as personal leave. Whenever any of the other days enumerated above 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. Christmas Eve and New Year's Eve will not be considered as holidays.

11.2. **Eligibility for Holiday Pay.** To be eligible for holiday pay for an unworked holiday, an employee must be on active pay status and have been paid for his or her last scheduled work day before and first scheduled work day after the holiday.

11.3. **Pay for Holiday Work.** 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.

ARTICLE 12
VACATION LEAVE DAYS

12.1. **Vacation Accrual.** All full-time employees shall be credited with vacation leave based on years of continuous service to the Employer as follows:

(a) During the first calendar month of employment, employees who are hired prior to the 16th day of the month will earn one (1) working day of vacation; all others hired prior to the 24th day of the month will earn one-half (½) working day of vacation. During the remainder of the first calendar year, each employee will earn one (1) additional working day of vacation for each additional full month of employment.

(b) Beginning with the second calendar year of employment, employees will be entitled to twelve (12) working days of vacation.

(c) Beginning with the year in which their 5th anniversary falls, employees will be entitled to fifteen (15) working days of vacation.

(d) Beginning with the year in which their 12th anniversary falls, employees will be entitled to twenty (20) working days of vacation.

(e) Beginning with the year in which their 20th anniversary falls, employees will be entitled to twenty-five (25) working days of vacation.

Annual allowances will be credited in hours (or fractions thereof) pursuant to Appendix III.

12.2. **Incremental Use and Pro-ration for Part-Time Employees.** Vacation leave may be used in increments of

one-quarter hour. Annual allowances for part-time employees will be pro-rated.

12.3. **Vacation Carryover.** Employees shall be permitted to carry over eight vacation days or fewer from one calendar year to the next, at their option. Additional days may be carried over only if such additional leave was not taken by reason of the pressure of County business. All vacation leave carried over must be used in the succeeding calendar year.

12.4. **Payment upon Termination of Employment.** Upon the death of an employee, any earned vacation leave not used shall be calculated and paid to the estate. An employee retiring, or otherwise separating, shall be entitled to a pro-rata allowance for the current year in which the separation or retirement becomes effective. Any vacation leave which may have been carried over from the previous year will be included.

12.5. **Scheduling of Vacation.** The Employer shall provide a window period from January 1 through February 15, during which employees may (but shall not be required to) submit requests for vacation leave during the balance of the year. If, at the end of the window period, there is a conflict regarding the choice of available vacation days, employees who have submitted their requests during the window period shall be given preference according to seniority; provided, however, that in case of a tie in seniority, preference will be given to those requests which are submitted first. In case of a scheduling conflict which arises outside the window period, preference will be given to those requests which are submitted first; provided, however, that if two or more requests are submitted simultaneously, seniority shall prevail. If two or more requests are submitted simultaneously and there is a tie in seniority, preference will be determined according to employee ID number. If an employee believes he or she has been unfairly disadvantaged by exercise of the foregoing preferences, the matter will be referred for final resolution by a joint union-management committee established by the parties. It is understood in all cases that the scheduling of vacations must be approved by management and that approval shall be subject to legitimate operational needs.

12.6. **Vacation Requests and Approvals.** Employees shall submit vacation requests in advance to the Director or designated supervisor on forms provided by the Employer as soon as possible. All requests shall be acted upon within two working days after receipt, except as provided otherwise in Section 12.5. In the event that an emergency situation precludes advance notice, the request may be submitted orally at the earliest opportunity. All such leaves are subject to approval by the Director or designee and may be denied if necessary to maintain essential staffing levels. Nothing herein precludes an employee from being released early on a work day for approved vacation leave.

ARTICLE 13
HEALTH BENEFITS

13.1. **Medical, Prescription, and Vision Care Benefits.** The Employer will provide medical, prescription drug, and vision care benefits as follows to each eligible employee and his or her dependents:

(a) Medical coverage will be in accordance with the plans offered by the State Health Benefits Program as of the signing of this Agreement, except that the high-deductible plans shall not be available options. Co-pays, coinsurance, coverage limits, and exclusions shall not be materially changed. Covered employees who were enrolled in the QPOS5 plan prior to May 1, 2012 shall be entitled to a $5 reimbursement for each co-pay charged by a health care provider between May 1, 2012 and December 31, 2014 inclusive, upon submission of verification to the Employer.

(b) Prescription drug coverage will be in accordance with the Employee Prescription Drug Plan offered by the State Health Benefits Program as of the signing of this Agreement. Co-pays, coinsurance, coverage limits, and exclusions shall not be materially changed.

(c) Vision care will continue to be provided as a separate policy. Allowances for the following items shall be as

indicated: examination, $30; frames, $20; single vision lenses, $30; bifocal lenses, $40; trifocal lenses, $50; lenticular lenses, $100; contact lenses, $200.

(d) 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 25 hours per week; provided, however, that employees hired prior to February 1, 2008 who are regularly scheduled to work an average of at least 20 but less than 25 hours per week will continue to be eligible.

13.2. Premium-Sharing. Employees will contribute toward the cost of health benefit coverage as required by law. Contributions will be made by payroll deduction on a pre-tax basis pursuant to a plan adopted under Section 125 of the Internal Revenue Code.

13.3. Temporary Disability Benefits. The Employer agrees to provide disability coverage to all eligible employees under the State Temporary Disability Benefits Law. Coverage will be financed by employer-employee contributions as required by law.

13.4. Dental Insurance. The Employer shall continue to provide dental insurance for employees in accordance with the current indemnity plan. The same coverage shall be offered for dependants 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 14.1 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.

(b) Open enrollment periods for the dental plans will begin October 1 of each year, for the plan year beginning January 1.

13.5. Continuation of Coverage. Employees who terminate their employment or begin unpaid leaves of absence after the fifth day of the month shall have their health benefits continued by the Employer for one calendar month following the month in which the leave begins. Employees on approved leaves of absence may continue coverage thereafter at their own expense by paying the applicable premium charges to the employer four (4) weeks in advance of the coverage month.

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 of credited service in the Public Employees' Retirement System, together with their dependents (including survivors). In addition, such coverage shall be continued for all employees who retire through PERS on a disability pension, together with their dependents or survivors.

(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 (or surviving spouse) only.

(c) 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.

(d) 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. **Change of Insurance Carrier.** The Employer reserves the right to change insurance carriers or plans so long as the benefits to be provided are substantially equivalent to those of the existing plan(s).

13.8. **Waiver of Benefits.** Employees will be permitted to waive employer-provided coverage only upon furnishing proof of other coverage through a spouse's employer or other source. Waivers of coverage shall remain in effect unless the employee elects to re-enroll at the beginning of a subsequent plan year 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 as soon as possible.

13.9. **Flexible Spending Accounts.** The Employer will offer a plan by which employees may set aside a portion of their salaries in the form of flexible spending accounts, pursuant to Section 125 of the Internal Revenue Code, for payment of unreimbursed medical or dependent care expenses. The terms of the plan will be subject to the approval of both the Union and the Employer.

ARTICLE 14
LAYOFFS

14.1. **Notice of Layoffs.** The Employer agrees that the Union shall be given advance written notification if layoffs are anticipated, stating the reasons for such action. Layoffs shall be in accordance with Civil Service rules and regulations, where applicable.

14.2. **Rights of Provisional and Unclassified Employees.** Provisional and unclassified employees who have been employed for more than ninety (90) days shall be entitled to twenty-one (21) days' notice in the event of layoff and shall be laid off and recalled on the basis of "last in, first out" per job title. In the event openings become available, laid-off employees will be eligible for recall in reverse order of layoff for a period of one (1) year from separation.

14.3. **Severance Payments.** Any employee who is laid off shall be entitled to a severance payment equal to three weeks of the employee's regular pay.

ARTICLE 15
POSTING OF VACANCIES

15.1. **Posting.** All job openings shall be posted on an appropriate bulletin board for a period of at least five (5) working days prior to filling such opening. However, such posting shall not be required in the case of regular appointments to be made from certifications issued by the New Jersey Civil Service Commission. Employees may apply for posted positions within the five (5) working days. Nothing herein shall restrict the Employer's right to assign work on an interim basis. The Employer reserves sole determination to make promotional appointments. In all instances, the employees promoted must possess the skill, knowledge, and potential ability to learn the job within a reasonable period of time, to be determined by the Employer. When qualifications are substantially equal, the Employer will consider seniority before making the appointment.

15.2. **Notice to Employees on Leave.** An employee on Employer-approved extended leave of absence who makes prior written request shall be provided notice of Civil Service promotional job announcements during such leave.

ARTICLE 16
PERSONNEL RECORDS

16.1. **Personnel Records and Notices.** Upon reasonable prior request, the official personnel records of any employee shall be open to the inspection of the employee. Copies of the contents shall be available upon request; any reproduction costs shall be paid by the employee. Any employee who is appointed to a new title or receives a promotion will be given written notice of such new title or promotion, with the effective date thereof.

16.2. **Disciplinary Records.** An employee will be given a copy of any disciplinary document which is placed in the employee's official personnel file.

16.3. **Furnishing of Personnel Information to the Union.** The Employer will furnish to the Union on a monthly basis a listing of all new hires, terminations, title changes, out-of-title assignments, and transfers from one department to another within the bargaining unit(s). Upon reasonable prior request, the Employer will also furnish to the Union a list of home addresses for employees represented by the Union.

ARTICLE 17
NON-DISCRIMINATION

17.1. **Discrimination Prohibted.** The Union and the County 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. **Union Leave.** During any calendar year, a total of 60 days of unpaid leave may be granted to all employees for union activities. All requests for union leave will be made at least two working days to the County Administrator with a copy to Department Head before leave is to commence. If in the opinion of the Director the employee's absence from duty on union business will impede or render impossible the accomplishment of the Employer's work, then the Director may upon written notice to the employee deny the leave. Application for any other unpaid leaves of absence for union business will be considered on a case-by-case basis by the Employer.

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

18.3. **Union Bulletin Board.** The Employer agrees to maintain a union bulletin board in a convenient location.

ARTICLE 19
REQUESTS FOR LEAVE

19.1. **Requests for Leave.** Upon request, an employee may be granted a leave of absence without pay for up to six months where necessary for medical reasons, maternity or paternity, education, or for other reasons satisfactory to the

Employer. Such leave may be extended for an additional six months where circumstances warrant. Requests for leave shall be not be unreasonably denied. Upon returning from an approved leave, an employee shall be restored to his or her previous position or to an equivalent position.

(a) An employee requesting medical leave will be required to provide a medical certification to Human Resources explaining why leave is needed.

(b) Requests for leave shall be made at least two weeks in advance whenever possible. If two weeks' notice is not possible, the employee shall give notice as soon as practicable. Except in cases of emergency, requests shall be in writing. The Employer shall respond promptly in writing as well.

(c) When requesting leave, an employee shall specify the starting date and the anticipated date of return in so far as possible. If there is to be a change in the return date, the employee will be responsible for notifying the Employer with reasonable promptness, but in no event less than two working days prior to the new return date, unless notice is waived by the Employer.

(d) Before returning to work, employees who are on leave because of their own illness or injury may be required to submit a certification from their health care provider verifying that they are able to resume working. Notice of this requirement will be given to each affected employee sufficiently in advance of the anticipated return date. Any medical inquiries made in connection with a return from leave shall be limited to the condition which occasioned the employee's leave, unless the Employer has an independent basis to believe the employee is unable to perform his or her essential functions.

19.2. Jury Duty. 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 AND MEDICAL LEAVE

20.1. Use of Sick Leave for Family Members. 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, stepchild, legal ward, grandchild, foster child, father or mother (including step-parents), legal guardian, grandfather, grandmother, brother or sister (including step-siblings), father-in-law, mother-in-law, domestic partner, and other relative residing in the employee's household. An employee taking leave to care for a family member may choose whether to use paid sick leave as authorized above or to use unpaid leave as authorized by Articles 19 and 20 of this Agreement, or to use a combination of such leaves.

20.2. Family and Medical Leave. All applicable requirements of the state Family Leave Act and the federal Family and Medical Leave Act shall be followed with respect to employees who request leave for the following purposes:

(a) childbirth;

(b) care of a newborn child, a newly adopted child, or a newly placed foster child;

(c) care of a parent, child or spouse with a serious health condition; or

(d) a serious health condition on the part of the employee.

In accordance with the FMLA, employees with at least one year of service who have worked for the Employer at least 1,250 hours in the preceding 12 months (1,000 hours under the FLA) are entitled to 12 weeks of qualifying leave during a 12-month period (24-month period under the FLA). An employee's 12-month leave period shall be measured beginning with his or her first day of FMLA leave. Paid leave time will count as time worked for purposes of meeting the hours-of-

work threshold. However, paid vacation, personal, or compensatory time off shall not be counted against an employee's 12-week FMLA or FLA entitlement, regardless of whether such leave is used for an otherwise qualifying reason.

20.3. **Continuation of Health Benefits.** Any employee taking an unpaid leave of absence shall be permitted to continue his/her health benefit coverage after employer-paid coverage ends by paying the monthly premiums prior to the coverage month. In addition, an eligible employee who takes leave qualifying under the state Family Leave Act or the federal Family and Medical Act shall have coverage continued by the Employer during such leave.

ARTICLE 21
TEMPORARY JOB ASSIGNMENT

21.1. **Civil Service Rules.** The mandates of the Civil Service Commission concerning transfers and assignments shall be followed.

21.2. **Pay for Out-of-Title Work.** Any employee in the bargaining unit who is expressly assigned to work in a higher job classification shall be paid for such time as if temporarily promoted in accordance with Section 5.3. It is understood that such assignments shall be temporary in nature and shall not replace regular Civil Service selection procedures. An employee will be deemed to be working out of title if he or she is engaged in performing specific duties that are not encompassed by the Civil Service specification for his or her title, either directly or indirectly, but which are encompassed by a different title and which occupy such a portion of the employee's time during the work day as if he or she were classified in the other title.

ARTICLE 22
SPECIAL PAYMENTS

22.1. **Compensation for Translating Duties.** The Employer shall pay the sum of $500 by second pay of every January and every July as additional compensation to any Human Services Specialist or Social Worker with a bilingual variant who performs translating duties during the corresponding six-month period.

ARTICLE 23
MANAGEMENT RIGHTS

23.1. **Rights Reserved.** 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:

(a) The executive management and administrative control of the County Government 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.

(b) To make rules of procedure and conduct, to introduce and use 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.

(c) 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 purpose of maintaining order, safety, and/or the effective operation of the County after advance notice thereof to the employees and to require compliance by the employees, provided that any changes in the Employer's personnel policies and procedures are presented to the Union when distributed to department heads or within 10 days after adoption, whichever is sooner.

(d) 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.

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

(f) 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.

(g) 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 sixty (60) days in advance.

23.2. **Limitations.** 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.

23.3. **Statutory Rights.** Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities, and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

ARTICLE 24
WORK CONTINUITY

24.1. **Job Actions Prohibited.** 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, slowdown, sickout, 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.

24.2. **Judicial Relief.** 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 damages, or both, in the event of such breach by the Union or its members.

ARTICLE 25
UNION REPRESENTATIVES

25.1. **Meetings.** Each party to this Agreement shall designate a representative to meet as necessary in order to promote harmonious labor relations by discussing and resolving problems of mutual concern. The representatives shall meet quarterly or by request of either party if circumstances warrant such a meeting. Such meetings shall be held outside of normal work hours unless mutually designated otherwise.

ARTICLE 26
RESPONSIBLE UNION-EMPLOYER RELATIONSHIP

26.1. **Mutual Dealings.** 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 and 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.

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

ARTICLE 27
RETIREMENT

27.1. **Payments upon Retirement.** The Employer shall make a lump-sum payment to eligible employees covered by this Agreement who retire from the Public Employment 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 $12,000.

ARTICLE 28
DISCIPLINE

28.1. **Just Cause.** 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 express provisions of this Agreement.

28.2. **Progressive Discipline.** 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.

28.3. **Union Representation at Hearings and Interviews.** Any employee is entitled to have upon request Union-appointed representation in any departmental hearing and/or Civil Service 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.

28.4. **Notice to Union of Disciplinary Actions.** The Union shall be notified of all disciplinary actions involving written reprimands or greater for employees in the bargaining unit.

ARTICLE 29
HEALTH AND SAFETY

29.1. **Health and Safety Committee.** The Union shall name a representative of the Social Services Division to participate on the joint Health and Safety Committee. The committee shall review occupational safety and health concerns affecting the employees and discuss possible remedies for such problems. The committee shall meet quarterly or as may be mutually agreed. In the event the Employer schedules a meeting of the Health and Safety Committee during working hours, employee members of the committee shall suffer no loss of regular straight-time pay.

29.2. **Legal Mandates.** Legal mandates regarding occupational and environmental health and safety incumbent upon the Employer shall continue to be observed.

29.3. **Protective Devices.** Protective devices required by the Employer or by applicable OSHA standards shall be supplied without charge to the affected employees. Failure of employees to use necessary protective devices provided by the Employer will result in the employees being subject to discipline. The Employer agrees to take reasonable precautions concerning employees who, as a result of their jobs, are at a special risk of exposure to communicable diseases.

29.4. **Information to Be Furnished.** Records of the Employer concerning chemicals used on the job by employees, and the result of any chemical test upon employees in the possession of the Employer shall be available for inspection by the Committee. In accordance with law and upon reasonable request and notice to the Employer, the Employer will furnish to the Union health and accident information which may be required by the Union in order to perform its representational duties. Where necessary, the Union will secure appropriate releases from employees involved regarding information affecting them.

29.5. **Vison Screening.** Annual vision screening will be provided by the Employer for Data Entry Machine Operators, Senior Data Entry Machine Operators, Principal Data Entry Machine Operators, and other employees who regularly operate VDT equipment in excess of 50% of their work time.

29.6. **Vaccinations.** Employees on the Medical Emergency Committee who wish to receive tuberculosis testing and/or hepatitis B vaccinations through the Gloucester County 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.

29.7. **Fitness-for-Duty Procedures.**

(a) Examinations and other medical inquiries for the purpose of determining whether employees are able to perform their essential duties and do not pose a threat to health or safety on the job shall be in conformity with the Americans with Disabilities Act, the New Jersey Law Against Discrimination, the Family & Medical Leave Act, and any other applicable laws.

(b) Whenever an employee is required by the Employer to undergo a fitness-for-duty examination, the Employer will notify the employee of the reason. The examination will be conducted at the expense of the Employer, without loss of pay or benefits to the employee. All medical information concerning employees will be safeguarded to protect confidentiality.

ARTICLE 30
EVALUATIONS

30.1. **Periodic Evaluations.** Each employee shall be evaluated in writing at least once per year or more often as management may deem necessary or as required by Civil Service rules and regulations or other such legal mandates. Nothing herein is intended to preclude corrective action by the Employer at any time management considers it necessary.

30.2. **Evaluation Criteria.** Employees shall be informed of evaluation criteria as soon as developed by the Agency and informed of any subsequent changes in evaluation criteria.

30.3. **Review of Evaluation.** The completed evaluation shall be shown to the employee for review and such employee shall affix his or 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.

30.4. **Conference.** 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.

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

30.6. **Appeals.** Appeal of the evaluation may be made through the grievance procedure except that the final and binding determination shall reside with the Director (or with the Board if the Director is the evaluator). If an increment is withheld as a result of such evaluation(s), then a grievance arising therefrom may be appealed through the grievance procedure to the Board, which shall make the final and binding determination.

30.7. **Civil Service Rights.** 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 Civil Service Commission.

30.8. **Notice of Increment Withholding.** Where an employee is to be evaluated, and such evaluation results in increment withholding, then such evaluation shall be provided not less than 45 days prior to such negative action nor more than 90 days prior to the event.

30.9. **Period of Service to Be Evaluated.** Evaluations used for the purpose of granting or withholding increments shall be based on a 12-month period of service.

30.10. **Follow-up Evaluation.** If such increment is withheld, then a follow-up evaluation shall be provided within six to eight months after the previous evaluation that was the basis for withholding of increments. If the follow-up evaluation reflects satisfactory performance, then the increment shall be paid effective six months from the date the withheld increment would have been paid.

ARTICLE 31
PAYROLL DEDUCTIONS AND DIRECT DEPOSIT

31.1. **Credit Union.** The Employer agrees to make payroll deductions for any employee upon written request to be paid to the appropriate credit union as authorized by *N.J.S.A.* 40A:9-17.

31.2. **Miscellaneous Deductions.** Upon written authorization from the employee, the Employer shall make deductions from an employee's pay for contributions to CWA-COPE, 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.

31.3. **Direct Deposit.** 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 32
INDEMNIFICATION

32.1. **Tort Claims.** 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 33
SEVERABILITY AND SAVINGS

33.1. **Partial Invalidation.** 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 Civil Service Commission, 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 34
FULLY-BARGAINED PROVISIONS

34.1. **Integration of Agreement.** 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 35
DURATION AND NEGOTIATION OF SUCCESSOR AGREEMENT

35.1. **Effective Date.** This Agreement shall be effective January 1, 2015 and shall continue through December 31, 2018.

35.2. **Successor Negotiations.** Negotiations concerning a successor contract shall begin on or about October 1, 2018.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 17th day of December, 2015.

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

Michael Blomquist

Jenai Davis

Bapplelach-Jefferss

GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS

Robert M. Damminger, Freeholder Director

APPENDIX I

Salary Schedule A

Effective January 1, 2015

2.00%

Range	Incr.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
5	1,096.76	26,009	27,106	28,202	29,299	30,396	31,493	32,590	33,686	34,783	35,880	36,977	38,073
6	1,151.59	27,309	28,461	29,613	30,764	31,916	33,067	34,219	35,371	36,522	37,674	38,825	39,977
7	1,209.17	28,674	29,883	31,093	32,302	33,511	34,720	35,929	37,138	38,348	39,557	40,766	41,975
8	1,269.63	30,108	31,378	32,648	33,917	35,187	36,457	37,726	38,996	40,265	41,535	42,805	44,074
9	1,333.11	31,614	32,947	34,280	35,613	36,946	38,279	39,613	40,946	42,279	43,612	44,945	46,278
10	1,399.77	33,195	34,595	35,994	37,394	38,794	40,194	41,593	42,993	44,393	45,793	47,193	48,592
11	1,469.76	34,854	36,324	37,794	39,264	40,733	42,203	43,673	45,143	46,612	48,082	49,552	51,022
12	1,543.25	36,597	38,140	39,683	41,226	42,770	44,313	45,856	47,399	48,943	50,486	52,029	53,572
13	1,620.41	38,426	40,047	41,667	43,288	44,908	46,529	48,149	49,769	51,390	53,010	54,631	56,251
14	1,701.43	40,348	42,050	43,751	45,452	47,154	48,855	50,557	52,258	53,960	55,661	57,362	59,064
15	1,786.50	42,366	44,152	45,939	47,725	49,512	51,298	53,085	54,871	56,658	58,444	60,231	62,017
16	1,875.82	44,484	46,360	48,236	50,112	51,988	53,863	55,739	57,615	59,491	61,367	63,242	65,118
17	1,969.62	46,708	48,677	50,647	52,617	54,586	56,556	58,526	60,495	62,465	64,434	66,404	68,374
18	2,068.10	49,044	51,112	53,180	55,248	57,316	59,384	61,452	63,520	65,588	67,657	69,725	71,793
19	2,171.50	51,496	53,667	55,839	58,010	60,182	62,353	64,525	66,696	68,868	71,039	73,211	75,382
20	2,280.08	54,070	56,350	58,630	60,910	63,191	65,471	67,751	70,031	72,311	74,591	76,871	79,151
21	2,394.08	56,774	59,168	61,562	63,956	66,351	68,745	71,139	73,533	75,927	78,321	80,715	83,109
22	2,513.78	59,613	62,127	64,640	67,154	69,668	72,182	74,696	77,209	79,723	82,237	84,751	87,264
23	2,639.47	62,593	65,233	67,872	70,512	73,151	75,791	78,430	81,070	83,709	86,349	88,988	91,628
24	2,771.44	65,723	68,494	71,266	74,037	76,808	79,580	82,351	85,123	87,894	90,666	93,437	96,209

Salary Schedule B

Effective January 1, 2016

2.00%

Range	Incr.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
5	1,118.69	$25,410	26,529	27,648	28,767	29,885	31,004	32,123	33,241	34,360	35,479	36,597	37,716	38,835
6	1,174.62	$26,681	27,856	29,030	30,205	31,380	32,554	33,729	34,903	36,078	37,253	38,427	39,602	40,777
7	1,233.35	$28,014	29,248	30,481	31,714	32,948	34,181	35,414	36,648	37,881	39,115	40,348	41,581	42,815
8	1,295.03	$29,415	30,711	32,006	33,301	34,596	35,891	37,186	38,481	39,776	41,071	42,366	43,661	44,956
9	1,359.77	$30,886	32,246	33,606	34,966	36,325	37,685	39,045	40,405	41,765	43,124	44,484	45,844	47,204
10	1,427.76	$32,431	33,859	35,287	36,714	38,142	39,570	40,998	42,425	43,853	45,281	46,709	48,136	49,564
11	1,499.15	$34,052	35,552	37,051	38,550	40,049	41,548	43,047	44,546	46,046	47,545	49,044	50,543	52,042
12	1,574.11	$35,754	37,329	38,903	40,477	42,051	43,625	45,199	46,773	48,347	49,921	51,496	53,070	54,644
13	1,652.82	$37,542	39,195	40,848	42,501	44,153	45,806	47,459	49,112	50,765	52,418	54,070	55,723	57,376
14	1,735.46	$39,420	41,155	42,891	44,626	46,361	48,097	49,832	51,568	53,303	55,039	56,774	58,510	60,245
15	1,822.23	$41,391	43,213	45,035	46,857	48,680	50,502	52,324	54,146	55,969	57,791	59,613	61,435	63,258
16	1,913.34	$43,461	45,374	47,287	49,201	51,114	53,027	54,941	56,854	58,767	60,681	62,594	64,507	66,421
17	2,009.01	$45,633	47,642	49,651	51,660	53,669	55,678	57,687	59,696	61,705	63,714	65,723	67,732	69,741
18	2,109.46	$47,915	50,025	52,134	54,243	56,353	58,462	60,572	62,681	64,791	66,900	69,010	71,119	73,229
19	2,214.93	$50,311	52,526	54,741	56,955	59,170	61,385	63,600	65,815	68,030	70,245	72,460	74,675	76,890
20	2,325.68	$52,826	55,152	57,477	59,803	62,129	64,454	66,780	69,106	71,431	73,757	76,083	78,408	80,734
21	2,441.96	$55,468	57,910	60,352	62,794	65,236	67,678	70,120	72,561	75,003	77,445	79,887	82,329	84,771
22	2,564.06	$58,241	60,805	63,369	65,933	68,497	71,061	73,625	76,189	78,754	81,318	83,882	86,446	89,010
23	2,692.26	$61,153	63,845	66,537	69,230	71,922	74,614	77,307	79,999	82,691	85,383	88,076	90,768	93,460
24	2,826.87	$64,210	67,037	69,864	72,691	75,518	78,345	81,171	83,998	86,825	89,652	92,479	95,306	98,133

Salary Schedule C
Effective January 1, 2017

2.00%

Range	Incr.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
5	1,141.06	25,919	27,060	28,201	29,342	30,483	31,624	32,765	33,906	35,047	36,188	37,329	38,470	39,611
6	1,198.11	27,215	28,413	29,611	30,809	32,007	33,205	34,403	35,601	36,800	37,998	39,196	40,394	41,592
7	1,258.02	28,575	29,833	31,091	32,349	33,607	34,865	36,123	37,381	38,639	39,897	41,155	42,413	43,671
8	1,320.93	30,004	31,325	32,646	33,967	35,288	36,608	37,929	39,250	40,571	41,892	43,213	44,534	45,855
9	1,386.97	31,504	32,891	34,278	35,665	37,052	38,439	39,826	41,213	42,600	43,987	45,374	46,761	48,148
10	1,456.32	33,080	34,536	35,992	37,449	38,905	40,361	41,818	43,274	44,730	46,186	47,643	49,099	50,555
11	1,529.14	34,733	36,263	37,792	39,321	40,850	42,379	43,908	45,437	46,966	48,496	50,025	51,554	53,083
12	1,605.60	36,469	38,075	39,681	41,286	42,892	44,497	46,103	47,709	49,314	50,920	52,525	54,131	55,737
13	1,685.88	38,293	39,979	41,665	43,351	45,037	46,722	48,408	50,094	51,780	53,466	55,152	56,838	58,524
14	1,770.17	40,208	41,978	43,748	45,519	47,289	49,059	50,829	52,599	54,369	56,140	57,910	59,680	61,450
15	1,858.67	42,219	44,077	45,936	47,795	49,653	51,512	53,371	55,229	57,088	58,947	60,805	62,664	64,523
16	1,951.60	44,330	46,281	48,233	50,185	52,136	54,088	56,039	57,991	59,943	61,894	63,846	65,797	67,749
17	2,049.19	46,546	48,595	50,644	52,693	54,742	56,792	58,841	60,890	62,939	64,988	67,038	69,087	71,136
18	2,151.65	48,873	51,025	53,177	55,328	57,480	59,632	61,783	63,935	66,087	68,238	70,390	72,542	74,693
19	2,259.23	51,317	53,576	55,835	58,095	60,354	62,613	64,872	67,132	69,391	71,650	73,909	76,168	78,428
20	2,372.19	53,882	56,255	58,627	60,999	63,371	65,743	68,116	70,488	72,860	75,232	77,604	79,977	82,349
21	2,490.80	56,577	59,068	61,559	64,050	66,540	69,031	71,522	74,013	76,504	78,994	81,485	83,976	86,467
22	2,615.34	59,406	62,021	64,637	67,252	69,867	72,483	75,098	77,713	80,329	82,944	85,559	88,175	90,790
23	2,746.11	62,376	65,122	67,868	70,614	73,360	76,107	78,853	81,599	84,345	87,091	89,837	92,583	95,329
24	2,883.41	65,494	68,378	71,261	74,145	77,028	79,912	82,795	85,678	88,562	91,445	94,329	97,212	100,095

Salary Schedule D
Effective January 1, 2018

2.00%

Range	Incr.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
5	1,163.89	26,437	27,601	28,765	29,929	31,093	32,256	33,420	34,584	35,748	36,912	38,076	39,240	40,404
6	1,222.08	27,759	28,981	30,203	31,425	32,647	33,869	35,091	36,313	37,536	38,758	39,980	41,202	42,424
7	1,283.18	29,146	30,429	31,713	32,996	34,279	35,562	36,845	38,128	39,412	40,695	41,978	43,261	44,544
8	1,347.35	30,604	31,951	33,299	34,646	35,993	37,341	38,688	40,035	41,383	42,730	44,077	45,425	46,772
9	1,414.71	32,134	33,549	34,964	36,378	37,793	39,208	40,622	42,037	43,452	44,867	46,281	47,696	49,111
10	1,485.44	33,741	35,227	36,712	38,198	39,683	41,168	42,654	44,139	45,625	47,110	48,596	50,081	51,567
11	1,559.72	35,428	36,988	38,548	40,107	41,667	43,227	44,786	46,346	47,906	49,466	51,025	52,585	54,145
12	1,637.71	37,199	38,837	40,474	42,112	43,750	45,387	47,025	48,663	50,301	51,938	53,576	55,214	56,851
13	1,719.60	39,059	40,778	42,498	44,218	45,937	47,657	49,376	51,096	52,816	54,535	56,255	57,974	59,694
14	1,805.57	41,012	42,818	44,623	46,429	48,234	50,040	51,846	53,651	55,457	57,262	59,068	60,873	62,679
15	1,895.85	43,063	44,959	46,855	48,751	50,646	52,542	54,438	56,334	58,230	60,126	62,021	63,917	65,813
16	1,990.64	45,216	47,207	49,198	51,188	53,179	55,170	57,160	59,151	61,141	63,132	65,123	67,113	69,104
17	2,090.18	47,477	49,567	51,657	53,747	55,837	57,927	60,018	62,108	64,198	66,288	68,378	70,468	72,559
18	2,194.69	49,851	52,046	54,240	56,435	58,630	60,824	63,019	65,214	67,408	69,603	71,798	73,992	76,187
19	2,304.41	52,343	54,648	56,952	59,256	61,561	63,865	66,170	68,474	70,779	73,083	75,387	77,692	79,996
20	2,419.64	54,960	57,380	59,799	62,219	64,639	67,058	69,478	71,898	74,317	76,737	79,156	81,576	83,996
21	2,540.62	57,709	60,249	62,790	65,330	67,871	70,412	72,952	75,493	78,034	80,574	83,115	85,655	88,196
22	2,667.64	60,594	63,262	65,929	68,597	71,265	73,932	76,600	79,268	81,935	84,603	87,270	89,938	92,606
23	2,801.03	63,624	66,425	69,226	72,027	74,828	77,629	80,430	83,231	86,032	88,833	91,634	94,435	97,236
24	2,941.08	66,804	69,745	72,687	75,628	78,569	81,510	84,451	87,392	90,333	93,274	96,215	99,156	102,097

APPENDIX II

CLASSIFICATIONS AND SALARY RANGES

RANK-AND-FILE TITLES

Account Clerk	08
Accountant	19
Accounting Assistant	16
Building Maintenance Worker/Messenger	07
Clerk 1	07
Clerk 2	09
Clerk 3	13
Coordinator for Federal and State Aid	20
Data Entry Machine Operator	07
Data Processing Programmer	19
Human Services Aide	13
Human Services Specialist 1	14
Human Services Specialist 2	17
Human Services Specialist 2 Bilingual in Spanish & English	17
Human Services Specialist 3	19
Human Services Specialist 3 Bilingual in Spanish & English	19
Investigator County Welfare Agency	19
Keyboarding Clerk 1	07
Keyboarding Clerk 2	09
Keyboarding Clerk 2 Bilingual in Spanish & English	10
Keyboarding Clerk 3	13
Medical Social Service Assistant County Welfare Agency	20
Principal Account Clerk	14
Principal Data Entry Machine Operator	14
Secretarial Assistant	17
Senior Account Clerk	10
Senior Accountant	21
Senior Building Maintenance Worker	10
Senior Clerk Transcriber	10
Senior Data Entry Machine Operator	10
Senior Investigator County Welfare Agency	21
Senior Receptionist	09
Senior Technician Management Information Systems	19
Senior Telephone Operator	10
Social Service Aide	08

Social Service Technician 14
Social Work Specialist 20
Social Worker 19
Social Worker Bilingual in Spanish & English 19
Technician Management Information Systems 16
Telephone Operator 07

SUPERVISORY TITLES

Assistant Chief Investigator County Welfare Agency 22
Assistant Training Supervisor County Welfare Agency 24
Chief Clerk 21
Clerk 4 16
Human Services Specialist 4 22
Human Services Specialist 4 Bilingual in Spanish & English 22
Keyboarding Clerk 4 16
Principal Accountant 22
Principal Technician Management Information Systems 22
Social Work Supervisor 22
Supervising Account Clerk 17

APPENDIX III

CALCULATION OF EMPLOYEE LEAVE

A. Conversion of Sick, Vacation, and Personal Leave to Hours

Sick leave, vacation leave, and personal leave are to be credited to employees in hours (or fractions thereof), thus requiring that the allotments specified in Sections 9.1, 10.1, and 12.1 be converted from days to hours in order to determine an employee's entitlement. For purposes of this computation, a "day" is equivalent to one-fifth of the employee's base workweek (or one-fifth of the average workweek in the case of employees with variable workweeks), expressed in hours.

Example 1: If the employee's base workweek is 35 hours, a "day" is equal to seven hours. Fifteen days of sick leave would therefore be equal to 105 hours.

Example 2: If the employee averages 24 paid hours per week, a "day" would be equal to 4.8 hours. Fifteen days of sick leave would therefore be equal to 72 hours.

Note: This method of calculation also pro-rates the amount of leave earned for part-time service.

B. Pro-Rating of Sick and Vacation Leave for Employees Who Are Not in Pay Status for a Full Year

Although credited to an employee in advance, sick and vacation leave are earned month by month on a pro-rata basis. For example, an employee who is entitled to 15 sick days for the year will earn them at the rate of 1.25 days per month. If an employee terminates during the year or uses unpaid time off, the employee's sick and vacation leave credit will be adjusted in accordance with the following rules:

(a) If an employee is in pay status for at least 23 days in a given month, there will be no reduction in the amount of leave earned for that month.

(b) If the employee is in pay status for at least 8 days in a given month but less than 23 days, the employee will earn one-half of the full monthly share.

(c) If the employee is in pay status for fewer than 8 days in a given month, the employee will earn no sick or vacation for that month.

(d) "Pay status" is understood to mean currently employed and not on unpaid leave or suspension without pay. "Days" refers to calendar days.