

AGREEMENT

BETWEEN

BURLINGTON COUNTY BOARD OF SOCIAL SERVICES

AND

COMMUNICATIONS WORKERS OF AMERICA

AFL-CIO

LOCAL 1086

JANUARY 1, 2004 - DECEMBER 31, 2008

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PREAMBLE

This Agreement, effective January 1, 2004 through December 31, 2008, for a period of five (5) years, is entered into by and between the Burlington County Board of Social Services (hereinafter referred to as the ABoard@ or AEmployer@) and the Communications Workers of America, AFL-CIO, Local 1086 (hereinafter referred to as the AUnion@).

The purpose of this Agreement is to promote harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, establishment of rates of pay, hours of work, and other conditions of employment.

The Employer agrees to distribute this Agreement to all members of the Bargaining Unit.

ARTICLE I - RECOGNITION

A. In accordance with certification by the State of New Jersey, Public Employment Relations Commission (APERC@), Docket Number RO-54, the Employer recognizes the Communications Workers of America, AFL-CIO as the exclusive collective negotiation agent for employees serving in the following titles on behalf of Local 1086:

Account Clerk Series

Account Clerk

Senior Account Clerk

Principal Account Clerk

Account Clerk Typing Series

Account Clerk Typing

Senior Account Clerk Typing

Principal Account Clerk Typing

Building Maintenance Series

Building Maintenance Worker

Senior Building Maintenance Worker

Clerk Series

Clerk

Senior Clerk

Principal Clerk

Clerk Transcriber Series

Clerk Transcriber

Senior Clerk Transcriber

Principal Clerk Transcriber

Clerk Typist Series

Clerk Typist

Senior Clerk Typist

Principal Clerk Typist

Data Control Series

Data Control Clerk

Senior Data Control Clerk

Principal Data Control Clerk

Data Entry Series
Data Entry Machine Operator
Senior Data Entry Machine Operator
Principal Data Entry Machine Operator

Employee Benefits Series
Employee Benefits Clerk
Senior Employee Benefits Clerk
Principal Employee Benefits Clerk

Human Services Specialist Series
Human Services Specialist 1
Human Services Specialist 2
Human Services Specialist 3

Investigator Series
Investigator, CWA
Senior Investigator, CWA

Legal Stenographer Series
Legal Stenographer
Senior Legal Stenographer
Principal Legal Stenographer

Messenger Series
Messenger
Senior Messenger

Microfilm Series
Microfilm Machine Operator
Senior Microfilm Machine Operator
Principal Microfilm Machine Operator
Microfilm Operator Typing
Senior Microfilm Machine Operator Typing
Principal Microfilm Machine Operator Typing
Operator Series
Telephone Operator
Senior Telephone Operator

Employment Series (FDP)
Employment Specialist
Senior Employment Specialist

Paralegal Series
Paralegal Specialist
Paralegal Technician 2

Receptionist Series
Receptionist
Senior Receptionist

Receptionist Telephone Operator
Senior Receptionist Telephone Operator

Social Services Series
Social Service Aide
Social Service Technician
Social Worker
Social Work Specialist

Stock Clerk Series
Stock Clerk
Senior Stock Clerk

Training Series
Training Technician

Out of Series Titles
Accounting Assistant
Building Superintendent
Legal Secretary
Paralegal Specialist
Secretarial Assistant
Senior Mail Clerk
Social Service Assistant

Any of the bargaining unit titles that use bi-lingual and/or interpreter shall remain in the bargaining unit.

B. The following titles are excluded from the collective negotiations unit:

Administrative Secretary, CWA
Administrative Supervisor of Income Maintenance
Administrative Supervisor of Social Work
Assistant Administrative Supervisor of Income Maintenance
Assistant Administrative Supervisor of Social Work
Assistant Chief Investigator, CWA
Assistant Training Supervisor, CWA
Assistant Fiscal Officer
Associate Counsel, CWA
Attorney
Chief of Administrative Services

Chief Clerk
Chief Counsel
Chief Investigator
Coordinator, Child Support and Paternity Unit
Data Processing Coordinator
Data Processing Programmer
Deputy Director of Welfare
Deputy Chief Counsel
Director of Welfare
Fiscal Officer
Human Services Specialist 4
Legal Stenographer to Chief Counsel/Administrative Attorney
Legal Assistant
Management Specialist
Office Services Manager
Paralegal Technician 1
Personnel Assistant
Personnel Officer
Employment Specialist Supervisor
Secretarial Assistant to the Director
Secretarial Assistant to the Deputy Director
Senior Clerk Typist to the Director
Senior Data Processing Programmer/Systems Analyst
Social Work Supervisor
Supervising Account Clerk
Supervising Clerk
Supervising Receptionist
Supervising Telephone Operator
Supervisor, Central Mail Room
Supervisor of Accounts
Supervisor of Property and Resources
Systems Analyst
Training Supervisor

C. In the event that the Employer decides to create and/or use a new title, that title shall be accreted to this bargaining unit unless it is clearly that of a supervisory, managerial, or confidential nature. If the Employer creates a new position, prior to filling it, the Employer shall notify the Union of the Employer's views concerning inclusion or exclusion in the negotiation unit and if included in the unit, the salary range that the Employer intends to assign to the position. If the Union disagrees, within two (2) weeks after the Union's receipt of the Employer's notification, the Union may advise of its intent to negotiate. Any dispute as to inclusion or exclusion (i.e., unit composition), if not resolved through face to face negotiations, may be submitted to PERC for disposition pursuant to clarification of unit proceedings. Any dispute as to the salary range to be assigned to the position, if not resolved through face to face negotiations, may be submitted to PERC for disposition pursuant to impasse procedures (i.e., mediation and

fact-finding).

D. If the Union, at any time, wishes to advise the Board of its views regarding the creation or abolition of positions or the criteria governing the filling of positions or any other non-negotiable subjects pertaining to managerial prerogatives in the area of hiring, staffing, and the like, the Union may write to the Board in care of the Director of Welfare. The Board shall review the Union's written input, and, if the Board deems it appropriate, shall invite Union representatives to discuss the matter at a Board meeting it being understood that in all cases, the Board shall provide written response to the Union.

E. In the event of a takeover of the child support and paternity functions by the State it is agreed that either party may reopen negotiation solely regarding this issue.

ARTICLE II - MANAGEMENT RIGHTS

A. The Employer reserves to itself sole jurisdiction and authority over matters of policy and retains its management rights, which include, but are not limited to the following:

1. To direct employees of the Employer.
2. To hire, promote, transfer, assign, and retain employees in positions of the Employer.
3. To suspend, demote, discharge, or take other disciplinary action against employees for just cause as set forth in Article VII of this Agreement.
4. To relieve employees from duty because of lack of work or for other legitimate reasons in accordance with New Jersey Department of Personnel reduction in force regulations.
5. To maintain efficiency of the Employer's operations.
6. To determine the methods, means, and personnel by which such operations are to be conducted in accordance with New Jersey Department of Personnel regulations and subject to out of title procedures.
7. To establish reasonable work rules.
8. To take whatever reasonable actions that may be necessary to carry out the operations of the Employer in emergency situations.

B. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities, and authority under Title 40A of New Jersey Statutes or other national, state, county, or local laws, ordinances, or policies.

C. The Employer's exercise of its managerial rights, pursuant to this Article or otherwise, shall not be subject to submission to the Grievance Procedure (Article VI) of this Agreement.

ARTICLE III - DUES AND REPRESENTATION FEE CHECK OFF

A. In accordance with N.J.S.A. 52:14-15.9e, the Employer, upon receipt of a duly executed authorization-assignment form acceptable to the Employer, agrees to deduct from each pay period, the established Union dues. It is further agreed that the Employer shall remit such deductions to the Union prior to the 10th day of the month following the month for which such deduction is made. Dues shall be two (2) hours pay each month based on forty (40) hour work week or such other amount as may be certified to the Employer by the Union at least thirty (30) days prior to the month in which the deduction of Union dues is to be made.

B. The Employer further agrees to deduct, in accordance with P.L. 1979, c. 477, as it relates to the agency shop provisions, from the pay of each bargaining unit employee covered by this Agreement who does not furnish a written authorization for deduction of

Union dues, a representation fee in the amount as certified to the Employer by the Union at least thirty (30) days prior to the month in which the deduction of dues is to be made, commencing ninety (90) days after the date of hire of such employees. However, in the event of rehire, such dues shall commence after thirty (30) days of date of rehire.

C. Any public employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representative, under proceedings established and maintained in accordance with Section 3 of P.L. 1979, c. 477, a return of any part of that fee paid by him/her which represents the employee's additional pro rata share of expenditures by the majority representative that is either in aid of activities or caused of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative. The pro rata share subject to refund shall not reflect, however, the costs of support of lobbying activities designed to foster policy goals in collective negotiations and contract administration or to secure for the employees represented advantages in wages, hours, and other conditions of employment in addition to those secured through collective negotiations with the public Employer. The Union shall indemnify, defend, and save the Employer harmless against any and all claims demands, suits, or other forms of liability that shall arise out of any of the above deductions.

D. The Employer further agrees to deduct, upon receipt of a duly executed authorization, Communications Workers of America Committee on Political Education (COPE) contributions and remit to the Union.

ARTICLE IV - SENIORITY

A. Seniority, which is defined as continuous employment with the Employer from date of last hire, including an employee's leave of absence with or without pay, shall be given due consideration by the Employer in accordance with New Jersey Department of Personnel regulations.

B. Except for entry level positions in considering employees for promotion to job classifications having a higher rate of pay, the Employer shall not discriminate against any person in accordance with New Jersey Department of Personnel rules and give due consideration to experience, ability, aptitude, attendance, physical condition (to the extent permitted under federal and state law governing the handicapped/persons with disabilities) and results of New Jersey Department of Personnel examinations. When all of the aforementioned items are substantially equal, seniority shall be the deciding factor.

C. Seniority shall apply in scheduling overtime within a unit. Seniority shall apply to hours of work, which includes any employees who participate in the Compressed Work Schedule Program as set forth in Appendix AC@ and/or the Extended Hours Program as set forth in Appendix AD@. With respect to lateral transfers, the Employer shall consider seniority and the efficiency of the operation. Seniority shall apply to Article XI (Vacation Leave With Pay) of this Agreement and Article VIII (Holidays) of this Agreement as set forth in Article XI, Section D of this Agreement.

D. In the event the employer institutes a layoff action, the Employer agrees to follow the Layoff Procedures outlined in N.J.A.C. 4A:8.1.1 et seq. The Employer also agrees to provide the Union with a copy of the package it sends to the New Jersey Department of Personnel, as required, prior to a layoff at the same time the Employer sends it to the

New Jersey Department of Personnel. Further, upon request, the Employer shall meet with the Union to discuss ways to avoid layoff by maximizing current employees' productivity or work quality.

ARTICLE V - HOURS OF WORK

A. The normal work week shall consist of thirty-five (35) hours per week. There shall be a minimum of three (3) shifts, 8:00 A.M. to 4:00 P.M.; 8:30 A.M. to 4:30 P.M., and 9:00 A.M. to 5:00 P.M. The building maintenance staff shall be excluded from the normal shift schedule. However, a shift schedule shall be established as determined by the Employer. Exceptions to the normal shift schedule may be made in emergency situations or when employees participate in the Compressed Work Schedule Program and/or the Extended Hours Program. The Compressed Work Schedule Program and the Extended Hours Programs shall be in accordance with the procedures agreed to between the parties and found in Appendices C and D of this Agreement. Shift changes shall be announced at least two (2) weeks in advance of occurrence. Nothing stated in this Paragraph A shall be construed to diminish or alter the Employer's prerogative to add or delete shifts or to revise starting and ending times of existing shifts, to conform with the Employer's operational needs as determined by the Employer in its sole and exclusive discretion. The Employer represents that it has no present intention to implement any such change, and agrees that if at any future time it does intend to implement any such change it shall first notify the Union of its intentions reasonably in advance of intended implementation and shall negotiate upon written request by the Union in response to such notification as long as the Union's input is provided in a timely manner. If negotiations reach impasse either party may request PERC's impasse procedures.

B. Overtime Pay:

When, by reason of the pressure of official business, an employee is authorized and required to work overtime, which is defined as hours or any fraction thereof, accrued in excess of the normal thirty-five (35) hour work week, the employee is entitled to receive cash compensation or compensatory time, at the Employer's option, for work performed beyond thirty-five (35) hours in any given work week at a rate of one and one-half (1.5) times the regular rate at which he/she is employed; provided that the employee is in a pay status for the entire thirty-five (35) hour work week. Except in cases of emergency, an employee shall be informed, prior to working overtime, what form of compensation he/she shall be awarded. Compensatory time may be accrued up to a maximum of thirty-five (35) hours and must be used within three (3) months of the date earned. Should the compensatory time not be used within three (3) months, the employee shall be issued a cash payment for any unused compensatory time.

C. Should the employee be required to work on a holiday he/she shall receive his/her normal days pay for the holiday in addition to the overtime rate of one and one-half (1.5) times the regular rate.

D. Skeletal crew coverage owing to emergency situations shall be compensated by compensatory time on an equal basis of time off for time worked.

ARTICLE VI - GRIEVANCE PROCEDURE

A. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure shall be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee to discuss a matter informally with an appropriate member of the administration and have the grievance adjusted without the intervention of the Union.

3. This constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

B. Definitions. The term Agrievance@ shall mean an allegation that there has been:

1. A misinterpretation or misapplication of the terms of this Agreement which is subject to the Grievance Procedure outlined herein and shall hereinafter be referred to as a

Acontractual grievance@; or

2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Employer, which shall be processed up to and including the Welfare Board, with both parties having the option of non-binding arbitration prior to the Welfare Board, and shall hereinafter be referred to as a Anon-contractual grievance@.

3. The term Aemployee@ or Agrievant@ as used in this Article shall also mean a group of employees with a grievance, or the Union.

4. Nothing in this Agreement shall be construed as permitting negotiation of the standards or criteria for employees= performance.

C. Presentation of a Grievance: The Employer agrees that in the presentation of a grievance, there shall be no loss of pay for the time spent in presenting the grievance by the grievant, a Union representative and a Union recorder, both of whom shall be an employee of the Employer. The Employer and the Union shall mutually agree, on a case by case basis, whether or not to have an electronic device recording the proceedings. The Employer shall provide to the Union an unedited copy of the tape of the proceedings within three (3) working days after the last date of the proceedings. In no event shall recording occur prior to the third step.

D. Grievance Procedure:

1. STEP 1

The grievant and his/her Union Shop Steward shall present the employee's written grievance or dispute within fifteen (15) working days of its occurrence or within fifteen (15) working days after he/she would reasonably be expected to know of its occurrence, to the appropriate supervisor. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance. The supervisor shall schedule a hearing within ten (10) working days of receipt of the grievance and shall render a decision in writing to the grievant within ten (10) working days of the hearing.

Step 1 may be waived by mutual agreement between the parties.

2. STEP 2

If the grievance is not settled through Step 1, the same shall be presented in writing by the employee and the employee's Union representative who is a shop steward or local Union officer, to the Director or his/her designee(s) within ten (10) working days of the written response from Step 1. The Director or his/her designee(s) shall hold a hearing within ten (10) working days of the request for the hearing and render a decision within

ten (10) working days of the hearing. No person(s) shall be named as the Director's designee(s) except professional legal staff members or persons in positions of a higher level than the Step 1 management representative.

3. STEP 3

a. Should the grievant disagree with the decision of the Director or his/her designee(s), the grievant may, within ten (10) working days, submit to the Welfare Board, a statement, in writing, and signed as to the issues in dispute. In the event the grievant files his/her statements with the Welfare Board at least ten (10) working days prior to the next regularly scheduled Welfare Board meeting, the matter shall be placed on the agenda for that Welfare Board meeting. Statements filed less than ten (10) working days before a regularly scheduled Welfare Board meeting may be considered by the Welfare Board at the meeting, or at the Welfare Board's discretion, placed on the agenda for the following regularly scheduled meeting. At the first Welfare Board meeting at which a grievance is on the agenda, the merits of the grievance might not be considered. Rather, the primary issue to be considered by the Welfare Board is identification of the hearer(s), if any. The Welfare Board shall decide on a case by case basis whether a grievance shall be heard by the full Welfare Board, by some designated committee of the Welfare Board, by a designated hearing officer(s), or not at all (in which case the Step 2 decision shall be deemed to be the Welfare Board's decision). Designated hearing officer(s) shall be limited to Welfare Board members, non-employee professionals, or professional legal staff members (other than any such staff member who may have served as Step 2 designee). If the Welfare Board decides not to hear a non-contractual grievance, then the Step 2 decision is final. After the Welfare Board has identified the hearer(s), if any, the hearer(s), by no later than the date of the next regularly scheduled Welfare Board meeting, shall review the decision of the Director or his/her designee(s) together with the disputed areas submitted by the grievant. The grievant and/or the Union representative may request an appearance before the hearer(s). The grievant may be represented by a local Union officer, the International Union representative, or both. The hearer(s) shall render its/their decision within ten (10) working days after the date at which the matter has been reviewed. If the hearer's(s') decision involves a non-contractual grievance, the decision of the hearer(s) shall be final. Before a grievance is taken to the Welfare Board, either party may request arbitration as outlined in Step 4 of this Agreement, except that the arbitrator's decision shall be non-binding upon either party.

b. A minority organization shall not present or process a grievance.

4. STEP 4

a. If no settlement of the grievance has been reached between the parties, the Union must file the request for arbitration within thirty (30) working days after the receipt of the Step 3 decision.

b. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the New Jersey Department of Personnel. The Union's decision to request a movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

c. Where the grievance involves an alleged violation of individual rights specified in New Jersey Department of Personnel law and/or regulations for which a specific appeal to the New Jersey Department of Personnel is available, the individual shall present his/her

complaint to the New Jersey Department of Personnel directly. The Grievance Procedure may be pursued for those matters for which no specific appeal to the New Jersey Department of Personnel is available.

d. Should the Union wish to move a grievance to arbitration, the parties may have the option of selecting an arbitrator as follows:

(1) By selection from the panel of arbitrators maintained by PERC, in accordance with the selection procedures of PERC; or

(2) By selection from the panel of arbitrators maintained by the American Arbitration Association, in accordance with the selection procedures of the American Arbitration Association.

e. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and/or such rules and regulations as may be in effect by the New Jersey Department of Personnel.

f. The arbitrator shall have the full power to hear the grievance and make a decision, which decision shall neither modify, add to, nor subtract from the terms of this Agreement and the referenced policies. He/She shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or declaration of opinions which are not essential in reaching the determination. The decision shall be rendered within thirty (30) days of the hearing.

g. The cost of the arbitrator and his/her expenses shall be borne equally by both parties. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same.

h. The cost of the transcript, if any, shall be borne by the party requesting it. If both parties request a transcript, the cost shall be shared equally.

i. The arbitrator may prescribe an appropriate back-pay remedy when he/she finds a violation of this Agreement, provided such a remedy is permitted by law and is consistent with the terms of this Agreement, except that he/she may not make an award which exceeds the Employer's authority. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.

j. The decision or award of the arbitrator shall be final and binding on the Welfare Board, the Union, and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement.

k. Either party shall have the right to seek judicial review of the matter as prescribed by New Jersey Statutes.

l. There shall be no loss of pay for employees for time spent either as a grievant, witness, or Union representative or Union recorder, in any step of the Grievance Procedure.

m. Employee grievances shall be presented on prepared forms. The Grievance Procedure as defined herein, shall be strictly adhered to. Time limits may be waived only by mutual consent of the parties in writing. It is understood that employees must sign their individual grievances.

n. Grievance resolutions or decisions at Steps 1 through 3 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting

the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.

o. The Union shall be allowed reasonable time off during working hours to investigate each grievance.

ARTICLE VII - DISCIPLINE FOR CAUSE

A. No employee shall be disciplined by discharge, reprimand, reduction in rank or compensation, deprivation or any professional advantage, or any adverse evaluation of his/her professional services without just cause. Notwithstanding anything to the contrary set forth in this Agreement, and in accordance with N.J.S.A. 34:13A-5.3, nothing in this Agreement shall be construed as permitting negotiations of the standards or criteria for employee performance. Any disciplinary action asserted against the employee, or any agent or representative thereof, shall be subject to the Grievance Procedure set forth in Article VI of this Agreement.

B. Discipline shall be progressive in nature, corrective in intent, and conducted in a private place.

C. The degree of discipline administered by the Employer in a particular case must be reasonably related to: (1) the seriousness of the employee's proven offense; and (2) the record of the employee and his/her service with the Employer.

D. Any discipline which results in a removal or suspension pending removal shall not be imposed prior to the employee having an informal hearing with the Director of Welfare or his/her designated agent, unless there is imminent threat to health or safety.

E. The Employer agrees to set forth on the disciplinary form PER-62 (Written Warning Report) that the employee has the right to have Union representation.

F. The Employer agrees that whenever an employee has a disciplinary hearing with a member of the agency that is higher in authority than their immediate supervisor, that the Union shall be notified prior to the hearing.

G. If a job related complaint is lodged against an employee, the employee shall be informed of the nature of the complaint and the identity of the complainant at such time, if any, as the Employer in its discretion deems it appropriate to so inform the employee.

H. If the Employer takes disciplinary action against an employee and if the Union files appropriate appeal action, the Employer agrees to provide the Union with copies of all documentation upon which it shall rely to support the disciplinary action. In addition, the Union agrees to provide the Employer with copies of all documents upon which it shall rely at any subsequent hearings at least forty-eight (48) hours in advance of the scheduled hearing date. Any such documentation which becomes known for the first time within the forty-eight (48) hour period shall be provided as soon as possible thereafter, prior to the commencement of such hearing.

ARTICLE VIII - HOLIDAYS

A. The following paid holidays shall be observed:

New Year's Day, January 1.

Martin Luther King Day, 3rd Monday in January.

Abraham Lincoln's Birthday, February 12.

George Washington's Birthday, 3rd Monday in February.

Good Friday.

Memorial Day, Last Monday in May.

Independence Day, July 4.

Labor Day, 1st Monday in September.

Columbus Day, 2nd Monday in October.

General Election Day.

Veteran's Day, November 11.

Thanksgiving Day, 4th Thursday of November.

Friday after Thanksgiving Day.

Christmas Eve, December 24.

Christmas Day, December 25.

B. Whenever any such holiday falls on a Sunday, the following day shall be the holiday and when any such holiday falls on a Saturday, the preceding day shall be the holiday.

C. Additional holidays as established from time to time by Gubernatorial proclamation, and additional days which may be established by appropriate authority by rule, proclamation, or order in Burlington County as holidays for public employees.

D. The employee must be in a pay status (excluding employees on educational leave with pay) for the full work day before and after a holiday in order to be paid for that holiday. Unpaid time approved for Union activity shall be treated as being in pay status for the purpose of holiday pay eligibility.

E. If an employee submits a request for vacation in conjunction with a holiday, the employee's request must be submitted two (2) months prior to the beginning of the leave, otherwise vacation request based on seniority may not be granted. The leave request shall be approved or disapproved in writing within three (3) working days after submission.

ARTICLE IX - SICK LEAVE

A. Definition:

Sick Leave means the absence of an employee from duty because of illness, injury, pregnancy, disability, exposure to contagious disease, necessary attendance upon a member of the immediate family seriously ill, death in the immediate family or other relatives living in the employee's household.

B. The current sick leave policy shall be continued during the life of this Agreement as follows:

1. During the remainder of the calendar year in which a provisional or permanent employee is first appointed, that employee shall accumulate sick leave privileges as earned on the basis of one (1) day per month of service or major fraction thereof.
2. Permanent and provisional employees, starting with the second calendar year of employment, shall be entitled to fifteen (15) days sick leave each calendar year on a cumulative basis. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year and may be used in accordance with established Employer policy.

C. Temporary Employees

Temporary employees shall be granted sick leave with pay on the basis of one (1) day sick leave for each full month of service or major fraction thereof. Sick leave may be taken by each employee not exceeding the amount earned. They shall be permitted to accumulate sick leave without limit.

D. Part-Time Employees

Part-time employees shall receive sick leave on a pro-rated basis.

E. All Employees

1. Sick leave for absences of five (5) days or greater must be requested by the employee, in writing, to the Employer's Personnel Department. This request must be accompanied by a written statement by a physician prescribing the sick leave and giving the reason for the sick leave.
2. Excused sick leave shall not have an adverse impact on evaluations, subject to New Jersey Department of Personnel case law. Under the provisions of N.J.A.C. 4A:6, the Employer may require proof of illness of an employee on sick leave whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.
3. In all cases of illness the employee is required to notify his/her supervisor of the reason of absence no later than thirty (30) minutes after the scheduled starting time. If the employee's supervisor cannot be reached, he/she shall leave a message, going up the chain of command but no later than thirty (30) minutes after the start of the employee's shift on the first day of absence. The employee is required to call in daily, unless the employee indicates in the initial call that they will be absent a given number of days beyond the call-in day. In that case the employee will not have to call in daily. If the employee will be out sick for longer than initially reported he/she must again call in to report the additional day or days of illness. Failure to report absences on the part of any employee may be cause for disciplinary action. A physician's certificate must be submitted whenever an employee is on sick leave for five (5) consecutive work days or more. Under the current circumstances regarding County responsibilities for opening the building and for providing building maintenance, the Employer agrees that its building maintenance staff is subject to the same reporting requirements as other employees, as set forth above. However, if and when current County functions are altered with respect to opening the building and/or providing building maintenance for the Employer, so as to require different reporting requirements for building maintenance staff, the Employer reserves the right to make such changes in the reporting requirements for building maintenance staff. In any such case, the Employer shall first give the Union reasonable advance notice of any such proposed change, and upon the Union's timely request, shall negotiate the proposed change before it goes into effect.
4. All sick leaves are subject to Administration and/or Board approval and, where appropriate, to approval by the Division of Family Development and the New Jersey Department of Personnel.
5. Each employee who retires from the Public Employees Retirement System shall be entitled, upon retirement, to receive a lump sum payment for accumulated unused sick leave earned during continuous unbroken service since the most recent date of hire. This payment shall be computed at the rate of one-half (2) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his/her employment prior to the effective date of his/her retirement, provided, however, that no lump sum supplemental compensation payment shall exceed fifteen thousand dollars (\$15,000.00). Retirees may change the amount of taxes withheld from the supplemental check if permitted by law. If this is done, the Employer shall be held harmless for any problems encountered by the employee. An employee who elects a deferred retirement benefit shall not be eligible for

this lump sum payment.

F. A one hundred dollar (\$100.00) bond shall be presented to all full-time employees who do not use any sick time during the calendar year. The bond shall be issued by the end of February of each year.

ARTICLE X - LEAVE OF ABSENCE WITHOUT PAY

A. Leaves of absence without pay may be granted, at the discretion of the Employer to permanent employees for any reason considered good by the Employer, for a period not to exceed six (6) months at any one (1) time at the discretion of the Employer, subject to approval by the Division of Family Development and the New Jersey Department of Personnel. Such leaves of absence may be renewed by the Board for an additional period not to exceed six (6) months. No further renewal may be granted except upon approval by the New Jersey Department of Personnel for reasons as established by New Jersey Department of Personnel regulations.

B. In all cases, a letter of request from the employee setting forth the reasons the leave is desired and the dates for the commencing and the terminating of the leave shall be submitted to the Employer. No leave of absence without pay shall become effective without prior approval by the Welfare Board and/or the Director of Welfare except in cases of emergency. In such case the employee shall be granted up to seventy- two (72) hours following request for leave to provide verification of the emergency.

C. Employees granted leave of absence without pay shall have annual sick leave and vacation leave reduced at the same rate earned for every full month or major fraction thereof that the employee is on such leave without pay for the year in which such leave is taken.

D. Employees shall not be granted leave of absence without pay to accept employment outside of the agency.

E. Provisional or temporary employees may be granted up to sixty (60) days of leave without pay.

F. The State Health Benefits Program coverage of any eligible employee and his/her dependents, if any, during any period of leave of absence without pay shall terminate on the last day of the coverage period for which premiums have been paid. However, the coverage of the employee and the employee's dependents may be continued by such employee, if the employee shall pay to the Employer, in advance, the total premium required for the employee's coverage and the coverage of the employee's dependents during such period of authorized leave of absence without pay and provided that no period of such continued coverage exceeds a total of nine (9) months or twenty (20) bi-weekly payroll periods.

G. The Employer agrees to prepare and distribute a handout for employees who request a leave of absence. This handout shall provide Employer policy relative to benefits and procedures to be followed when requesting leave and when returning from leave.

H. The Employer agrees to be bound by all provisions of the New Jersey Family Leave Act, N.J.S.A. 34:11B-1 et seq., and the Federal Family and Medical Leave Act of 1993 (Pub. L 103-3, February 5, 1993) so long as both acts shall remain in effect.

ARTICLE XI - VACATION LEAVE WITH PAY

A. Full-time employees shall be granted vacation leave as follows:

1. One (1) working day for each month of service or major fraction thereof during the first year;
 2. After one (1) year of service through five (5) years of service, twelve (12) working days per year;
 3. After five (5) years of service through ten (10) years of service, fifteen (15) working days per year;
 4. After ten (10) years of service through seventeen (17) years of service, twenty (20) working days per year;
 5. After seventeen (17) years of service through twenty-five (25) years of service, twenty-five (25) working days per year;
 6. After twenty-five (25) years of service, thirty (30) working days per year.
- B. Service includes all temporary and/or provisional continuous service immediately prior to permanent appointment with the Employer or other County office provided there is no break in service of more than one (1) week.
- C. Where in any calendar year the vacation leave or any part thereof is not granted by reason of pressure of work, or other good cause, such leave of absence or parts thereof not granted shall accumulate and shall be carried over to the next succeeding calendar year.
- D. When vacation requests conflict, the employee with the most seniority shall be given preference of vacation time. If an employee submits a request for vacation in conjunction with a holiday, the employee's request must be submitted two (2) months prior to the beginning of the leave, otherwise vacation request based on seniority may not be granted. The leave request shall be approved or disapproved in writing within three (3) working days after submission.

ARTICLE XII -PREGNANCY DISABILITY/CHILD CARE AND FAMILY LEAVE

- A. Pregnancy disability leave and child care leave shall be granted in compliance with New Jersey Department of Personnel regulations.
- B. Leave without pay for permanent employees for this purpose shall be granted for a maximum of one (1) year upon written request in accordance with the provisions of Article X of this Agreement. Provisionals and temporary employees shall be granted leave for this purpose as indicated in Article X, Section E of this Agreement.
- C. The appointing authority may grant to permanent employee fathers of newborn children and newly adoptive parents a leave of absence without pay for a period not to exceed six (6) months at any one (1) time. Such leaves of absence may be renewed for an additional period not to exceed six (6) months only with the approval of the Board. No further renewal may be granted except upon the approval by the New Jersey Department of Personnel for reasons established by New Jersey Department of Personnel regulations.
- D. Requests for pregnancy disability leave and/or child care leave shall be made in writing to the Director. Notification of pregnancy shall be given to the Director not later than the end of the sixth month of pregnancy. Except for reasons of health and safety or inability to perform her job, the pregnant employee shall be permitted to work provided the attending physician approves and so advises in writing.
- E. The Employer agrees to be bound by all provisions of the New Jersey Leave Act,

N.J.S.A. 34:11B-1 et seq., and the Federal Family and Medical Leave Act of 1993 (Pub. L. 103-3, February 5, 1993) so long as both acts shall remain in effect.

ARTICLE XIII - EDUCATIONAL BENEFITS

A. Employees with one (1) year permanency with the Employer shall be entitled to reimbursement with prior approval of the Board for not more than eighteen (18) credit hours per calendar year to the extent of one hundred percent (100%) of tuition in job related areas.

1. Employees must show proof of enrollment and upon completion of course, must show proof of satisfactory completion of course (grade of AC@ or better), to receive reimbursement. Rates, not to exceed those of Rutgers, The State University of New Jersey.

2. Any full-time permanent clerical employee in any range below that indicated for a clerk typist shall be entitled to reimbursement with prior approval of the Education Committee for tuition for basic typewriting course. The employee must show proof of satisfactory completion (grade of AC@ or better) in order to receive reimbursement.

3. The Employer shall provide an allowance not to exceed two hundred and fifty dollars (\$250.00) per year for books, required materials, registration fees, or other mandatory charges required by the educational institution and for reimbursement of fees to qualified staff, required by the New Jersey Board of Social Work Examiners for Social Worker certification, re-certification, licensing and licensing renewal, as well as reimbursement for the continuing education courses required by the New Jersey Board of Social Work Examiners for continued Social Work licensing and/or certification. The reimbursement for the continuing education courses shall not apply if the Employer provides in-housing training for all of the continuing education credits required, which meets the state requirements for approval to qualified employees.

B. Basic adult education programs, GED program tuition costs, and remedial programs required as a prerequisite for degree programs or certifications, shall be reimbursed at the rate of one hundred percent (100%), it being understood that such courses shall be included in calculating the credit maximum set forth in Section A above. Employees must show proof of satisfactory completion (grade of AC@ better, or Apass@ if pass/fail) to receive reimbursement. Rates shall not exceed those of Rutgers, The State University of New Jersey.

C. The method of the time lost from work in order to attend classes shall be determined by the Education Committee and shall not exceed four (4) hours per week.

D. There shall be three (3) members on the Education Committee, one (1) of whom shall be a Union member. The Committee shall meet at least quarterly. Educational leave requests shall be presented to all members of the Committee prior to them considering the request.

E. The Education Committee shall make recommendations to the Director of Welfare on education leave requests, whether full-time or part-time and whether with or without stipend. The standards governing such requests shall be as promulgated from time to time by the Director of Welfare in the exercise of his/her discretion. The Director of Welfare shall render final decisions on such recommendations in the exercise of his/her discretion. The Director of Welfare shall have the authority to limit the number of educational leaves in any given year, in which case, the recommendations of the Education Committee shall

consider seniority when all other things are equal.

F. Reimbursement to the employee shall be charged to the calendar year in which the credits are earned.

G. Educational Leave and Tuition Program

1. Objectives

Career/Professional development includes activities and programs aimed at providing information, experiences, and training that may enhance an individual's opportunities for advancement or career development.

Academic, degree-oriented, and other long-term educational programs are academic programs which shall increase expertise in areas relevant to the agency's mission. These programs may include educational leave, tuition reimbursement, and tuition aid.

2. Educational Leave

Educational leave may be full-time leave with or without stipend and/or tuition. This may be granted for full-time enrollment in an accredited school of the employee's choice.

Only permanent employees may receive full-time leave with or without stipend and/or tuition. Such professional or technical education should be required of the position for which the employee is occupying or shall be assigned to. An employee for full-time educational leave must receive prior approval from the Board as well as the Education Committee of the Burlington County Board of Social Services.

a. If a stipend is requested by the employee and approved by the Education Committee of the Burlington County Board of Social Services and the Board, the stipend is to equal eighty percent (80%) of the salary being earned by the employee at the time of registration or six hundred dollars (\$600.00) per month, whichever is less. This stipend is subject to mandatory deductions and any elective deductions agreed upon by the employee. An employee must have current permanent status in a New Jersey Department of Personnel title as one of the conditions for full-time leave with/without a stipend, and/or tuition. Salary is not to be paid to an employee while he/she is receiving a stipend. If the employee is eligible to receive scholarships or stipends from sources other than the agency, he/she must utilize these first and the agency stipend and/or tuition aid may be used to supplement up to the amount the agency would have authorized if it were the single funding source. Such acceptance of financial aid outside of the agency must in no way obligate the employee/student to a work commitment in other than the sending county welfare agency which is granting the release time.

b. Prior to receiving agency stipend and/or tuition aid, the employee must sign a service commitment (Educational Leave Agreement) to return to the sending county welfare agency immediately upon completion of his/her course of study.

c. If the employee on full-time education leave with or without stipend and/or tuition aid receives a degree and decides not to return to work, he/she has an obligation to notify the Director of Welfare of his/her intention to resign. The conditions contained in the Educational Leave Agreement must be required to repay the county welfare agency all monies received (in the form of stipend, tuition, etc.) on his/her behalf.

d. If an employee terminates employment before completion of the service commitment, he/she must repay the county welfare agency the financial value of the stipend and/or tuition that have not been repaid in work commitment.

e. The work (service) commitment to the agency is one-half (2) month for each month the employee/student was on leave with stipend and/or tuition aid.

3. Tuition Reimbursement

Tuition reimbursement is financial aid granted to an employee attending class part-time at an accredited institution. Release time may not exceed four (4) hours per week per employee. If more than four (4) hours per week is required, work schedules may be modified when feasible to accommodate the need but requires approval of the Director of Welfare. If additional time is needed and the work schedule cannot be modified, a request for approval of the additional time must be made through the county welfare agency.

a. An employee may not be reimbursed for more than eighteen (18) credits during a fiscal year.

b. Employees receiving tuition aid must be permanent full-time employees who have completed at least one (1) year of satisfactory service on or before the beginning date of the course(s) for which reimbursement is requested.

c. Employees may request reimbursement for non-job related courses provided they are required for the completion of the minimum number of credit hours required for graduation from their approved degree program. Approvals for graduate and undergraduate degree programs must be obtained from the Board prior to matriculation. Under certain circumstances, the Employer may provide financial support on a reimbursement basis to those taking exams in order to obtain additional credits for subject matter learned through previous life or education experiences.

d. Tuition reimbursement may not be made until the employee completes the course(s) with verification of satisfactory completion of the course(s).

e. Employees shall be required to sign an Employee Commitment Form prior to receipt of tuition aid. This is a condition of accepting and receiving aid whereby the employee agrees to remain in the employ of the sending agency for one (1) month for each month the employee received tuition aid.

4. Tuition Aid

Tuition aid (part-time educational leave) or full-time educational leave with or without stipend and/or tuition aid. The payment for tuition by the county welfare agency shall be the actual amount charged by the school, but may not exceed the rate charged by Rutgers, The State University of New Jersey.

a. If an employee just receives leave time on either part-time (tuition aid) or full-time educational leave and there is no money payment involved (either tuition aid or stipend, etc.), that employee has the responsibility to continue or resume work in the agency, but does not have a service agreement to work off leave time. The service agreement for working off tuition and/or stipend received for part-time or full-time educational pursuit shall not exceed a continuous work commitment to the county welfare agency for two (2) years.

b. If more than one (1) course is taken in the tuition aid (part-time) program, the course may be simultaneously worked off beginning the first work day after the completion of that semester so that an employee at the end of a semester never owes@ the agency more work time than one (1) semester.

c. Employees taking educational course(s) (either part-time or full-time) shall be responsible for their own travel, parking, fees, and book costs. Occasionally, there may be a special program or course of study that shall not fall clearly under part-time or full-time category; therefore, under these circumstances, the agency shall contact the County Welfare Board for clarification.

ARTICLE XIV - HEALTH INSURANCE COVERAGE

A. The Employer agrees to pay the designated costs for eligible employees and their dependents, in accordance with the definition of the insurance carrier, as follows:

1. Medical Insurance

Hospital, surgical, and major medical Blue Cross/Blue Shield of New Jersey or Health Maintenance Organization (AHMO@) or Preferred Provider Organization (APPO@) benefits as presented by New Jersey State Health Benefits Program shall be available for temporary, interim, and permanent full-time employees after the first of the month following sixty (60) days of service. The Employer shall pay up to the same amount towards HMO's coverage that it contributes toward basic coverage of the New Jersey State Health Benefits Program. Any additional cost for HMO's and PPO's coverage shall be the sole responsibility of the employee through bi-weekly payroll deductions. It is agreed that should the premium cost exceed thirty-five percent (35%) in any one (1) year, the Employer shall have the right to reopen the Agreement and renegotiate alternative medical insurance plans.

2. Dental Plan

Dental plan coverage for full family to include orthodontist benefits as defined by the insurance carrier, Delta Dental Plan of New Jersey, Inc. Coverage shall be provided from the first day of the month following the completion of three (3) full months of continuous service to the Employer.

3. Commencing in 1994 each employee shall contribute ten dollars (\$10.00) per month towards the cost of medical and dental insurance premiums. Effective January 1, 2006 each employee shall contribute fifteen dollars (\$15.00) per month towards the cost of dental insurance premiums. Effective January 1, 2007 each employee shall contribute twenty dollars (\$20.00) per month towards the cost of dental insurance premiums. Effective January 1, 2008 each employee shall contribute twenty-five dollars (\$25.00) per month towards the cost of dental insurance premiums. Upon implementation of a Flexible Spending Account (FSA) Section 125 Plan the above employee contributions shall be eligible for FSA treatment pursuant to IRS regulations.

4. Effective the date of execution of this Agreement, no new enrollees shall be permitted in the traditional Blue Cross/Blue Shield indemnity plan. Employees enrolled in this plan prior to execution of this Agreement are permitted to stay in this plan.

5. If and when authorized by the State Health Benefits Program, the Employer's basic health care program for both active and retired employees shall be changed from the traditional Blue Cross/Blue Shield indemnity plan to the NJ Plus Plan.

6. The Employer wishes to implement opt-out incentives for employees with dual health insurance coverage, if and when authorized by law, consisting of: (a) No contribution towards medical and dental insurance premiums; and (b) A twenty-five percent (25%) refund of the savings generated to the Employer. If and when implemented, it is the Employer's intention that payment of the savings refund commence upon implementation of an FSA with any retroactive adjustment made should the FSA not be operative at the time of opting-out of coverage, and, thereafter, payment of the savings refund being made on a monthly basis.

B. The Employer shall participate in the New Jersey State Disability Plan.

C. Any employee who retires from the Employer on a permanent job-related disability or

retires from the Employer with twenty-five (25) years of service shall continue to receive medical benefits until death, in accordance with Burlington County Welfare Board Resolution No. 92-15, consistent with P.L. 1974, c. 88, as amended, which Burlington County Welfare Board Resolution No. 92-15 provides as follows: (This language shall remain in effect for the term of this Agreement and the Burlington County Board of Social Services shall not attempt to change this language by passing another resolution):

Burlington County Welfare Board Resolution No. 92-15

A Resolution to adopt the provision of P.L. 1974, c. 88, as amended by P.L. 1981, c. 436 to permit local public employers to pay the premium charges for certain eligible pensioners and their dependents and to pay Medicare charges for such retirees and their spouses covered by the New Jersey State Health Benefits Program.

BE IT RESOLVED:

1. The Burlington County Welfare Board hereby elects to adopt the provision of P.L. 1974, c. 88, as amended by P.L. 1981, c. 436 and adhere to the rules and regulations promulgated by the State Health Benefits Commission to implement the provisions of the law.
2. Whereby acknowledge that the rules and regulations of the State Health Benefits Commission established that P.L. 1974, c. 88, as amended by P.L. 1981, c. 436 does:
 - A. Apply to all eligible current and future pensioners of the Employer and their dependents.
 - B. Extend to surviving spouses.
 - C. Continue as long as the State is paying the cost of its eligible pensioners and their dependents in accordance with the provisions of P.L. 1974, c. 75.
 - D. Provide for local Employer reimbursement of federal Medicare premiums for eligible pensioners and/or their spouses as well as the payment of health insurance premiums required by the Program on a basis comparable to the reimbursement made by the State to its eligible pensioners and their spouses in accordance with the provisions of P.L. 1972, c. 75.
 - E. Require the local Employer to pay the full cost of such premiums up to the cost of traditional coverage.
3. We hereby agree to pay the premium of periodic charges for the benefits provided to all eligible retired employees and their dependents covered under the Program, including surviving spouses, if such employees retired from a state or locally administered retirement system on a benefit based on twenty-five (25) years or more of service credited in such retirement system, excepting the employees who elect deferred retirement but including the employees who retired on disability pensions based on fewer years of service credited in such retirement system and also to reimburse such retired employees for their premium charges under Part B of the Federal Medicare Program covered retired employees and their spouse in accordance with the regulations of the State Health Benefits Commission.
4. This Resolution shall provide for an effective date not earlier than the first day of the month at least ninety (90) days following the receipt of such Resolution by the State Benefits Bureau in the State Division of Pensions.

5. Any employee who retires from the Employer on a permanent job-related disability or retires from the Employer with twenty-five (25) years of service will continue to receive dental plan benefits until death or unless offered or provided by another Employer. In addition, if retiree desires and requests dependent coverage for dental plan benefits, he/she may maintain dependent coverage, but must agree to a monthly reimbursement plan rate until death of retiree.
6. The Employer agrees to be bound by all provisions of the New Jersey Leave Act, N.J.S.A. 34:11B-1 et seq., and the Federal Family and Medical Leave Act of 1993 (Pub. L. 103-3, February 5, 1993) so long as both acts shall remain in effect.

ARTICLE XV - HEALTH AND SAFETY

- A. Health and safety is a concern of the Employer and the Union. The Employer and the Union mutually recognize the need for a safe and healthful work environment for all employees.
- B. The Employer agrees to make every effort to ensure optimum working conditions and to provide for the highest standards of workplace sanitation, ventilation, cleanliness, light, noise levels, and health and safety in general. The Employer further agrees to comply with federal, state, and local health and safety laws and regulations.
- C. The Employer and the Union agree to provide that the Health and Safety Committee shall be comprised of one (1) management representative, three (3) Union representatives, and three (3) representatives from the Office & Professional Employees International Union (OPEIU), Local 153, AFL- CIO which shall meet quarterly or as needed. The purpose of the Committee is to make recommendations to the Employer concerning the improvement or modification of working conditions which represent hazards to the employees, clients, and to the property of the Employer.
- D. Either party shall give as prompt notice as can reasonably be given to the other upon discovery of a health hazard.
- E. The Employer and the Union shall communicate and exchange information regarding health and safety hazards of all employees.
- F. The Employer shall make every reasonable effort not to use paints or pesticides during business hours.
- G. The Employee Assistance Program (AEAP@) shall continue upon mutual agreement between the Employer and the Union based on an evaluation of the program. The cost of the EAP shall be borne by both parties. The Union shall pay an amount equal to thirty-two and one-half percent (32.2%) of each monthly premium. The Employer shall pay the balance of each monthly premium. The Union shall be recognized in all agency memoranda and letters as a co-payer of the EAP. Each year the EAP Committee shall meet for the purpose of evaluating the program. Said Committee shall be provided with all non- confidential information that is available from the carrier. Before the expiration of the agreement with the current EAP provider, the EAP Committee shall report its recommendations to the Board.
- H. The Employer shall continue to make employees aware of and encourage employees to take advantage of health tests given by the Burlington County Health Department at no cost to the Employer. The Employer shall continue to make an effort to arrange for such tests to be given by the Burlington County Health Department at the work site.

ARTICLE XVI - PERSONAL LEAVE

A. Full-time employees shall be credited with three (3) days of personal leave as follows:

1. New employees shall earn (1) personal day after each three (3) full calendar months of continuous employment up to a maximum of three (3) days personal leave during the remainder of the calendar year following date of appointment. If an employee is hired between September 2 and October 1 inclusive, he/she may carry over one (1) personal day for use during the first quarter of the following year.

2. After the first calendar year following date of appointment, employees shall be credited with three (3) days of personal leave per calendar year.

3. After ten (10) years, one (1) additional day for personal leave shall be granted.

B. Request for personal leave of absence must be approved in advance by the employee's immediate supervisor except in case of emergency, in which case, timely notice shall be considered the day the leave is requested.

C. Personal leave is granted for the purpose of conducting personal business which cannot be conveyed during normal off duty hours.

D. No employee shall be granted a personal leave day on the business day proceeding or following a paid vacation day or holiday, except in case of emergency or religious day, or in any other case, without the prior approval of his/her immediate supervisor.

E. Personal leave days shall not be accumulated beyond the calendar year.

ARTICLE XVII - BEREAVEMENT LEAVE

A. Employees shall be entitled to a maximum of five (5) days leave with pay for each occurrence of death in the immediate family. The immediate family shall be defined as: brother, child, foster child, grandchild, grandparent(s), parent(s), parent(s-in-law), sister, spouse, step-child, step-parent(s), a court appointed legal guardian or custodian, any person who at the time of death was living with the employee and was sponsored at that time by the employee on behalf of the Department of Human Services, Division of Developmental Disabilities, or any other relative who resides in the home with the employee.

B. An employee shall be entitled up to a maximum of three (3) days per occurrence for the death of their immediate brother-in-law and immediate sister-in-law. Immediate brother-in-law and immediate sister-in-law shall include: (1) the current spouse of the employee's brother and/or sister; and (2) the employee's current spouse's brother and/or sister and their current spouse.

C. If requested, an employee shall be required to present his/her immediate supervisor with proof of death (i.e., copy of death certificate, obituary notice, etc.) and, if necessary, to provide a personal written certification of the relationship to the deceased.

ARTICLE XVIII - EVALUATIONS

A. Employees shall be evaluated annually. Merit increments shall not be withheld due to the failure of a supervisor to complete an evaluation in a timely manner.

B. Evaluation shall be made at least once each year for employees. An employee must have worked for their immediate supervisor for at least three (3) months before an evaluation can be performed.

C. Each employee shall be notified of his/her performance evaluation and shall have the

opportunity to review such evaluation and the supervisor shall confer with the employee regarding the evaluation.

D. Any disciplinary actions taken as a result, either partially or fully, of performance evaluations, are appealable through either the Grievance Procedure, if minor discipline, or to the New Jersey Department of Personnel, if major discipline.

E. At the six (6) month point between annual evaluations, the supervisor shall confer with the employee and advise the employee of his/her performance since the last evaluation and set goals for the next evaluation. However, where the performance of an employee is unsatisfactory, the supervisor shall confer with the employee at least once every three (3) months and in doing such set forth the deficiencies noted during the respective evaluation period and the improvement goals required to achieve satisfactory performance. Both the supervisor and the employee must sign-off notice of six (6) month conference. Failure of the employee to sign the evaluation notice shall not prevent the notice from becoming part of the employee's record.

F. During the working test period, employees shall be evaluated after two (2) months and at the end of the working test period.

ARTICLE XIX - VOLUNTARY SAVINGS PLANS AND CREDIT UNION FUNDS

A. Employees may enroll in a voluntary payroll deduction Federal Savings Bond Plan.

B. Employees may enroll in a voluntary credit union fund.

C. Applications for enrollment in voluntary savings plans shall be made available through the payroll department.

D. The Employer shall continue to provide the service of direct deposit to all employees so long as it is provided by the County payroll system.

ARTICLE XX - JOB POSTINGS AND PROMOTIONS

A. The Employer recognizes the extent to which operational efficiency is generally enhanced by promotions from within and therefore shall endeavor to continue its present policy of generally promoting from within. Nothing stated above shall be deemed to alter the Employer's alternatives under New Jersey Department of Personnel law and regulations, nor shall it be deemed to alter the fact that this subject matter is a non-negotiable, non-grievable, and non-arbitrable discretionary management prerogative.

B. Individual notices of promotional examination and application form shall be distributed to eligibles when so provided by the New Jersey Department of Personnel. In all other cases, announcements of promotional examination shall be posted on a separate bulletin board and published in employee bulletin form. In all cases, announcements shall be furnished those employees on leave of absence and/or those employees visually impaired.

C. Notices of promotional examination shall comply with applicable New Jersey Department of Personnel regulations. Currently, N.J.A.C. 4A:4-2.1 requires that promotional examination announcements include at least the following:

1. Title of examination;
2. Salary information;
3. Minimum qualification for admission to the exam;
4. Filing information; and
5. In open competitive examination, a reference to duties and responsibilities.

The parties agree that if, during the term of this Agreement, the foregoing regulation is amended, the Employer shall contact the Union and arrange a meeting to review the amendment and attempt to agree upon any contractual changes that may be required to come into conformity with the amendment. In addition to the requirements of the regulation cited above, the Employer agrees to continue its historical practice of placing a notice on promotional bulletin boards advising employees that duties and responsibilities as indicated in job description are available for review in the Employer's personnel department.

D. Promotional vacancies to be filled on a provisional basis pending examination or new permanent job openings shall be posted on a separate bulletin board for a period of five (5) working days before the position is filled. The Union shall be notified of the appointment. In emergency situations, the postings shall not be less than three (3) working days.

E. The Employer shall make every effort to give notice to eligible employees of County examinations regarding entry level positions. Whenever the Employer determines to fill a promotional position from within, the Employer agrees that the County list shall not be used. The parties recognize that historically, the vast majority of promotions have been filled from within.

ARTICLE XXI- TEMPORARY/INTERIM JOB REPLACEMENT

A. When the Employer decides that there is a need to fill a position which has become vacant on a temporary/interim basis, the procedure shall be in accordance with applicable New Jersey Department of Personnel regulations (currently N.J.A.C. 4A:4-1.6 regarding interim appointments, and currently N.J.A.C. 4A:4-1.7 regarding temporary appointments).

B. If the Employer fills a vacancy under this Article, based on program needs, the Employer shall make every reasonable effort to fill the vacancy from current employees who meet the qualifications of the vacancy and whose past work history is satisfactory, prior to filling the position from other sources in accordance with New Jersey Department of Personnel regulations, recognizing the Employer has other options under New Jersey Department of Personnel regulations.

C. The Employer shall notify the Union President in writing of all temporary/interim appointments. Such notification shall be provided when issued to agency units.

ARTICLE XXII- OUT OF TITLE WORK

A. If an employee works out of his/her classification at the request of the Employer for a period in excess of one (1) pay period, or accumulates thirty-five (35) hours of out of title work in a three (3) month period, he/she shall receive the rate of pay for that classification or the rate of pay for his/her own classification, whichever is higher, for the total number of hours worked outside his/her classification. A log sheet shall be maintained by the employee, which shall be initialed by the supervisor for all hours worked out of title.

B. If an employee receives a higher rate of pay for working outside his/her classification for a minimum of two (2) continuous full pay periods, the employee shall receive the higher rate of pay for vacation, sick, personal, and/or bereavement time utilized during

the period the employee is being compensated at the higher level.

C. An employee who believes he/she is working out of title for the prescribed period of time, although not requested to do so by the Employer, shall have the right to file a grievance in accordance with the established Grievance Procedure of this Agreement (Article VI).

ARTICLE XXIII - TRAINING

A. The Employer agrees that there shall be an orientation period to properly train all new clerical personnel hired.

B. Time not to exceed thirty (30) minutes shall be allocated at a training session for new employees to allow an authorized Union representative to explain the contents and benefits of a Union negotiated agreement and to discuss the benefits of Union affiliation.

C. Employees shall be made aware through a training session that services are available to them for alcohol, drug, gambling, and stress related problems. A County referral system shall be maintained by the Employer.

D. Upon completion of a formal training period, the employee shall be given a training evaluation which shall become part of the personnel record.

E. The Public Assistance Staff Development Program is governed by regulations promulgated by the New Jersey Department of Human Services, Division of Family Development. Currently, the governing regulations are set forth in N.J.A.C. 10:109 and reads as follows:

10:109-1.1. Objectives for the Public Assistance Staff Development Program.

The purpose of public assistance staff development is to support the county welfare agency in achieving its operating goals effectively and efficiently. The quality and extent of service an agency is able to provide is dependent on the competence and skill of the staff charged with delivering those services. Therefore, increasing the competence of staff in order to assure the highest quality of service to the people served by the public assistance program is a continuing objective.

10:109-1.2. County Welfare Agency Training and Staff Development Personnel.

The Director of a CWA shall be responsible for the administration of the training and staff development function of the agency. A training supervisor as well as additional trainers and support staff shall be employed in accordance with yearly budget instructions issued by the Division of Family Development and county welfare agency needs, thereby adequately providing for all required components of the Staff Development and Training Program as listed at N.J.A.C. 10:109-1.4.

10:109-1.3. Training Advisory Committee.

Each county welfare agency shall establish a Training Advisory Committee which assists with the development of the required annual training plan, and provides guidance, direction, and recommendations concerning the agency's overall policies and procedures for staff development and training. The Committee shall be chaired by the training supervisor and shall include representation from clerical, para-professional, professional, supervisory, administrative staff, and/or any other group deemed necessary by the agency.

10:109-1.4. Components of the Staff Development and Training Program.

(A) Staff development and training activities shall be provided through the use of both in-service and out-service resources, when funding is available and as determined by ongoing yearly needs assessments conducted by county welfare agency training staff.

Required components of a county welfare agency staff development program shall include:

1. A mandated orientation program for new employees which shall include topics such as affirmative action, civil rights, and acquired immune deficiency syndrome (AIDS) awareness;
2. Ongoing training related to each of the public assistance programs supervised by the Division of Family Development and administered by the county welfare agency such as Temporary Assistance to Needy Families (TANF) and Food Stamps;
3. On-going training concerning the use of all required management information systems such as Family Assistance Management Information System (FAMIS), Automated Child Support Enforcement Systems (ACSES), and On-Line Management of Economic Goal Achievement (OMEGA);
4. A training program which provides for necessary skills development of county welfare agency managers and supervisors, such as the Certified Public Managers (CPM) Program or courses offered through The Management Development Institute;
5. A general skills development program for all agency staff based on individually assessed needs related to current job responsibilities. This would include programs such as effective writing, communication techniques, computer literacy, tuition reimbursement, as well as those courses available through the Division of Family Development's Program to Reinforce Income Maintenance Development and Effectiveness (PRIDE) Program; and
6. Career/Professional development opportunities for all staff which are offered as a means for upward mobility within the agency through such activities as tuition reimbursement for the purpose of attaining an academic degree.

10:109-1.5. Required Reporting and Approvals.

The reporting of all training activities by an agency's staff development operation must be on a monthly basis in accordance with Division of Family Development issued instructions. Plans for cost related out-of-service training activities must be discussed with and receive the prior approval of the training office of the Division of Family Development. If such activities are included in an approved annual training plan and/or budget, additional approval shall not be necessary.

ARTICLE XXIV - RECAPITULATION OF LEAVE

A. The Employer shall issue a bi-weekly recapitulation of accrued sick, vacation, and personal leave on an individual basis. All recapitulations are tentative subject to audit by the State of New Jersey.

B. Upon agency receipt of notification of audit discrepancy, recapitulation of leave shall be accomplished immediately as a debit or credit in accordance with official audit by the State of New Jersey.

ARTICLE XXV - COMPENSATION

A. Effective January 1, 2004 employees= salaries shall be adjusted to reflect a three percent (3%) salary increase on base salaries as of December 31, 2003. Effective January 1, 2005 employees= salaries shall be adjusted to reflect a three and one-quarter percent (3.25%) salary increase on base salaries as of December 31, 2004. Effective January 1, 2006 employees= salaries shall be adjusted to reflect a three and one-half percent (3.5%) salary increase on base salaries as of December 31, 2005. Effective January 1, 2007 employees= salaries shall be adjusted to reflect a three and one-half percent (3.5%) salary increase on base salaries as of December 31, 2006. Effective January 1, 2008 employees= salaries shall be adjusted to reflect a three and one-half percent (3.5%) salary increase on base salaries as of December 31, 2007. The salary steps for 2004, 2005, 2006, 2007, and 2008 produced as a result of the foregoing computational methodology are annexed hereto as Appendix AB@. A retroactive payment for 2004 and 2005 shall be paid no later than forty-five (45) days from the date of the execution of this Agreement.

B. Employees on special re-employment lists, either through demotion or layoff, shall be guaranteed to receive the same salary range and step if reinstated to their former position, and shall not be treated as new hires.

C. Employees hired after October 22, 1997 shall receive a salary reflecting the same range as current employees but salary amounts from one (1) range below, and shall not receive any merit increments.

D. Merit Increment/Anniversary Date Policy

1. Employees hired before October 22, 1997 who are not at the maximum of their salary range and who have satisfactorily completed at least one (1) year of continuous employment shall receive a merit increment based on either their date of hire or promotional appointment date, whichever shall apply.

2. Employees hired after October 22, 1997 shall not be entitled to receive merit increments as delineated in Section D1 above. Instead, each of these employees shall be entitled to the following:

a. Effective January 1, 2004, a lump sum payment of three hundred dollars (\$300.00), not to be included in base salary.

b. Effective January 1, 2005, a lump sum payment of three hundred dollars (\$300.00), not to be included in base salary.

c. Effective January 1, 2006, a three hundred dollar (\$300.00) adjustment to base salary, after the annual compensation adjustment in Section A is implemented.

d. Effective January 1, 2007, a three hundred dollar (\$300.00) adjustment to base salary, after the annual compensation adjustment in Section A is implemented.

e. Effective January 1, 2008, a three hundred dollar (\$300.00) adjustment to base salary, after the annual compensation adjustment in Section A is implemented.

E. Advancement from Human Services Specialist 1 to Human Services Specialist 2.

All employees in the title Human Services Specialist 1 who have at least one (1) year of permanent status as Human Services Specialist 1 and who have received satisfactory evaluations, shall be provisionally appointed to the title Human Services Specialist 2, pending Department of Personnel procedures.

F. Bilinguals and/or interpreters shall be compensated at one (1) range above the current non- bilingual title.

ARTICLE XXVI - USE OF PRIVATELY OWNED VEHICLES

No employee shall use his/her privately owned vehicle to conduct agency business.

ARTICLE XXVII - PERSONNEL FOLDERS

- A. No dual personnel records are to be kept unless otherwise required by law.
- B. Employee shall, upon request, have an opportunity to review his/her personnel folder.
- C. Employees shall be given the opportunity to initial derogatory or negative file entries. Derogatory or negative file entries shall be placed in the employee's personnel record within sixty (60) days of Employer's discovery of facts giving rise to the adverse material, or within such later time period as agreed to by both Employer and Union. Adverse material shall be retained in the file indefinitely. However, adverse material shall not be used in support of discipline after a period of seven (7) years from date of adverse material. Failure of the employee to sign the derogatory or negative file entry shall not prevent them from becoming part of the employee's record.
- D. Upon sufficient advance notice, the Employer agrees to make a reasonable effort to provide the Union with a room for grievance preparation purposes, review of personnel files, and discussion of personnel related matters. If the Union desires to review an employee's personnel file at any such meeting, it is understood and agreed that there shall be an Employer personnel office representative present.
- E. A log sheet shall be kept of all persons requesting to see and/or review personnel folders, except for the Employer's personnel and payroll offices in the normal performance of their job duties, or to administrators or above.

ARTICLE XXVIII - LEAVE FOR UNION ACTIVITIES

- A. Union delegates shall be afforded leave with pay to attend the following conferences, meetings, or conventions:
 - 1. Annual International Communications Workers of America Conventions.
 - 2. District 1 Communications Workers of America Conference.
 - 3. State Communications Workers of America Conference.
 - 4. Legislative International Communications Workers of America Conference.
 - 5. District 1 Council of Public Employees.
 - 6. Any official Union activity.
- B. Written notice from the Union of the authorization of delegates to utilize such leave time shall be given to the Employer at least one (1) week in advance of the date(s) of such absence. Notice of scheduled activities in Section A shall be filed with the Employer within three (3) working days of Union knowledge of the schedule.
- C. Leave shall be granted to not more than three (3) delegates at any one (1) time who are authorized by the President or the Executive Board of the Union and shall be limited to an aggregate total of twenty-seven (27) days of paid leave in a one (1) year period to include five (5) days of paid leave for any single conference or convention for any individual except in the case where special approval of an exception may be granted by the Employer.
- D. Leave not utilized in any period shall not be accumulated except that where the Union requests, in writing, not less than thirty (30) days prior to the end of the calendar year, a maximum of five (5) days may be carried into the succeeding year period exclusively for

the annual Communications Workers of America convention or for other approved special meetings.

E. In addition, leave of absence without pay shall be granted to not more than three (3) delegates at any one (1) time who are authorized by the President or Executive Board of the Union and shall be limited to an aggregate total of fifty (50) days of unpaid leave in a one (1) year period.

F. In the event of a proposed federal, state, or county takeover of the supervision and administration of the agency, two (2) members of the Union Executive Board shall be permitted to attend any public hearings and/or meetings on the legislation, up to an aggregate total of ten (10) days, without loss of leave time or pay, subject to the approval of the Director of Welfare.

G. Absences due to Union leave approved under this Article shall not adversely affect employment/pay status or evaluations.

ARTICLE XXIX - UNION ACTIVITIES AT THE WORK SITE

A. The Union shall have the right to distribute information dealing with proper legitimate Union business to employee's desks during non-working hours (lunch, break time, and before/after work). In addition, the Union shall be provided with a locked bulletin board for the purpose of posting materials relating to Union matters. No posting shall be allowed in any other location.

B. The Union shall be allocated a reasonable space for the accumulation and use of literature and resources pertaining to Union business provided such space is available.

C. Monthly Union meetings may be held on the premises at lunch hour. Location of these meetings shall be dependent upon whatever space is available at the discretion of the Director or his/her representative. Special Union meetings may be called and may be held during the lunch hours on the premises. All meetings, whether special or monthly, held during working hours shall not be held without prior consent being given by the Director or his/her representative.

D. A Union representative shall be authorized to attend all public Board meetings without loss of pay.

ARTICLE XXX - DEPARTMENTAL HEARINGS

Departmental hearings shall be conducted in accordance with New Jersey Department of Personnel regulations. An updated version of Title 4A of the New Jersey Administrative Code shall be made available by the Employer for employee review. Copies shall be kept in the Employer's personnel office and shall be made available to employees upon request.

ARTICLE XXXI - TERM OF AGREEMENT

This Agreement shall be effective on January 1, 2004 through December 31, 2008 and from year to year thereafter unless either of the parties desires to change or terminate the same. The party desiring such change, changes, or termination shall notify the other party, in writing, of such desire prior to January 1, 2009 and each first of January thereafter and after such notification negotiations shall commence within thirty (30) days of such written request.

ARTICLE XXXII- SEPARABILITY AND SAVINGS

If any section, subsection, paragraph, sentence, clause, or phrase of this Agreement, or any application thereof to any employee or group of employees, is held to be invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXXIII - FULLY BARGAINED CLAUSE

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of collective negotiations. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law in the area of collective negotiations, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to, bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

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

ARTICLE XXXIV - NON-DISCRIMINATION

The Employer and the Union agree there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, national origin, physical handicap, political affiliation, affectional or sexual orientation, Union membership, or legal Union activity permitted herein.

ARTICLE XXXV - RETIREMENT

A. Employees retiring from the Public Employees Retirement System shall be entitled, upon retirement, to receive a lump sum payment for accumulated unused sick leave earned during continuous unbroken service since the most recent date of hire. This payment shall be computed at the rate of one-half (2) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his/her employment prior to the effective date of his/her retirement, provided, however, that no lump sum supplemental compensation payment shall exceed fifteen thousand dollars (\$15,000.00). Retirees may change the amount of taxes withheld from the supplemental check, if permitted by law. If this is done, the Employer shall be held harmless for any problems encountered by the employee. An employee who elects a deferred retirement benefit shall not be eligible for this lump sum payment.

B. Any employee who retires from the Employer on a permanent job-related disability or retires from the Employer with twenty-five (25) years of service shall continue to receive medical benefits for life, in accordance with Burlington County Welfare Board Resolution No. 92-15, consistent with P.L. 1974, c. 88, as amended. This language shall remain in effect for the term of this Agreement and the Burlington County Board of Social Services shall not attempt to change this language by passing another resolution. The full text of Burlington County Welfare Board Resolution No. 92-15 is contained under Article XIV of this Agreement.

C. Any employee who retires from the Employer on a permanent job-related disability or retires from the Employer with twenty-five (25) years of service shall continue to receive dental plan benefits for life or unless offered or provided by another employer. In addition, if retiree desires and requests dependent coverage for dental plan benefits, he/she may maintain dependent coverage, but must agree to a monthly reimbursement plan rate for the life of the retiree.

D. Consistent with law, medical benefits provided herein shall be in accordance with the same terms and conditions as provided to active employees.

ARTICLE XXXVI - NO STRIKE/NO LOCKOUT

A. No Strike

In consideration of the Employer's commitment as set forth in Section B of this Article and recognizing that the Employer plays a vital and unique role in the provision of services to the community, the Union agrees that there shall be no strike, interference, or interruption of work of any variety or kind in its broadest meaning and application for any reason whatsoever during the life of this Agreement.

B. No Lockouts

In consideration of the Union's commitment as set forth in Section A of this Article, the Employer shall not lockout employees during the life of this Agreement.

ARTICLE XXXVII - ANNIVERSARY DATE CHANGE/EMPLOYEE IN NON-PAY STATUS

A. Except as provided in Section D below, time spent by employees in non-pay status, including suspensions, shall not be included in total time of employment when calculating eligibility for annual increments.

B. An employee's anniversary date shall be advanced by one (1) full pay period for each full pay period in non-pay status.

C. If an employee is in non-pay status on an intermittent basis during the course of a calendar year, the employee's anniversary date shall be advanced by one (1) pay period for each ten (10) working days in non-pay status.

D. A period of non-pay status due solely to a leave without pay while receiving workers' compensation benefits, unpaid military leave, and for periods of family leave under the federal and state family leave statutes and regulations shall not be deducted from earned time for purposes of calculating anniversary dates.

APPENDIX AA@ - BARGAINING UNIT TITLES AND RANGES

TITLE RANGE

Account Clerk 06
Account Clerk Typing 07
Accounting Assistant 15
Building Maintenance Worker 06
Building Superintendent 13
Clerk 05
Clerk Transcriber 07
Clerk Typist 06
Data Control Clerk 08
Data Entry Machine Operator 06
Employee Benefit Clerk 08
Employment Specialist 19
Human Services Specialist 1 13
Human Services Specialist 2 17
Human Services Specialist 3 20
Investigator, CWA 19
Legal Secretary 14
Legal Stenographer 14
Messenger 07
Microfilm Machine Operator 06
Microfilm Machine Operator/Typing 07
Paralegal Specialist 19
Paralegal Technician 2 20
Principal Account Clerk 13
Principal Account Clerk/Typing 14
Principal Clerk 13
Principal Clerk Transcriber 14
Principal Clerk Typist 13
Principal Data Control Clerk 13
Principal Data Entry Machine Operator 13
Principal Employee Benefit Clerk 15
Principal Legal Stenographer 16
Principal Microfilm Machine Operator 13
Principal Microfilm Machine Operator/Typing 14
Receptionist 06
Receptionist/Telephone Operator 07
Secretarial Assistant 15
Senior Account Clerk 09
Senior Account Clerk/Typing 10
Senior Building Maintenance Worker 08
Senior Clerk 08
Senior Clerk Transcriber 10
Senior Clerk Typist 09
Senior Data Control Clerk 11
Senior Data Entry Machine Operator 10
Senior Employee Benefit Clerk 10

Senior Employment Specialist 20
Senior Investigator, CWA 20
Senior Legal Stenographer 15
Senior Mail Clerk 09
Senior Messenger 09
Senior Microfilm Machine Operator 08
Senior Microfilm Machine Operator/Typing 09
Senior Receptionist 09
Senior Receptionist/Telephone Operator 09
Senior Stock Clerk 09
Senior Telephone Operator 09
Social Service Aide 06
Social Service Assistant 16
Social Service Technician 13
Social Worker 19
Social Work Specialist 20
Stock Clerk 06
Telephone Operator 06
Training Technician 19

APPENDIX AB@ - EXPLANATION OF SCHEDULES

Schedule D Employees hired on or before December 1, 1989
Schedule E Employees hired between December 2, 1989 through December 1, 1990
Schedule H Employees hired between December 2, 1990 through December 19, 1993
Schedule G Employees hired between December 20, 1993 through October 22, 1997
Schedule I Employees hired after October 22, 1997

APPENDIX AC@ - COMPRESSED WORK SCHEDULE PROGRAM

1. Any full-time employee has the opportunity to participate in the Compressed Work Schedule Program. Continuation of the Compressed Work Schedule Program shall be at the sole discretion of the Employer and may be discontinued at the Employer=s sole discretion with two (2) weeks notice. To participate, employees must meet the following criteria:

- a. The employee has had no absence because of disciplinary action in the current and/or preceding calendar year.
- b. The employee has not used more than fifty-six (56) hours of paid sick leave in the current calendar year or has not used more than fifty-six (56) hours of paid sick leave in any two (2) out of the last three (3) calendar years.

2. All employees whether in the Compressed Work Schedule Program or in the standard work schedule shall be required to work seventy (70) hours in a pay period. Those employees who are eligible and elect to participate shall work the compressed work

schedule by working nine (9) days, seventy (70) hours in a two (2) week pay period.

3. Employees who elect to participate in a nine (9) day work period shall work seven (7) and three fourths (¾) hours per day for eight (8) days and on a ninth (9th) day work eight (8) hours. There shall be three (3) work schedules possible for an employee to work. The schedules are:

Schedule A: Eight (8) days: 8:00 A.M. to 4:45 P.M.; Ninth (9th) day: 8:00 A.M. to 5:00 P.M.

Schedule B: Eight (8) days: 8:30 A.M. to 5:15 P.M.; Ninth (9th) day: 8:30 A.M. to 5:30 P.M.

Schedule C: Eight (8) days: 8:30 A.M. to 5:15 P.M.; Ninth (9th) day: 8:15 A.M. to 5:15 P.M.

4. The scheduling of work shifts shall comply with this Agreement. Administrators and unit supervisors shall strive to promote participation in the Compressed Work Schedule Program. Administrators and unit supervisors shall be responsible for coordinating employees' schedule preferences while conforming to the operational needs of the agency. The Employer, through its administrators, shall ensure that proper staffing is maintained in each department and unit. The administrator shall endeavor to honor all work schedule requests under the Compressed Work Schedule Program while ensuring that proper staffing is maintained.

5. In the event of a work schedule conflict between employees within a department or unit participating in the Compressed Work Schedule Program, agency seniority shall prevail. In the case of reassignment or promotion, an employee's agency seniority shall prevail in the event of a work schedule conflict between employees within a department or unit.

6. The Employer may add or delete additional work schedules and basic eligibility criteria for the program upon review of the Employer's ability to properly operate and serve clients and citizens. Additional changes may be made to the Compressed Work Schedule Program at the Employer's option upon reviewing the success of the program at rewarding employee's attendance. The Employer may, at its sole discretion, discontinue the Compressed Work Schedule Program at any time with two (2) weeks notice.

7. Sick, vacation, personal, or bereavement leave, which is taken by an employee participating in the Compressed Work Schedule Program, shall be charged on a prorated basis according to the actual time the employee is absent from his/her scheduled work day. If an employee who participates in the Compressed Work Schedule Program is absent for a day, he/she shall have his/her leave time reduced by seven and three-fourths (7¾) hours unless he/she were scheduled to work eight (8) hours at which time his/her leave shall be reduced by eight (8) hours.

8. Since employees participating in the Compressed Work Schedule Program have a

longer workday than employees in the standard ten (10) day work schedule, a time differential exists on holidays. This differential shall be equalized in the following manner during the period for those employees who elect to participate in the Compressed Work Schedule Program. If a holiday occurs on an employee's regular day off, he/she shall be granted, on a straight hour-for-hour basis, seven (7) hours of compensatory time which shall be used within three (3) months of being earned. If the employee fails to use their earned compensatory time within the prescribed three (3) months, the Employer shall schedule the use of the compensatory time with five (5) days notice to the employee. If a holiday occurs on a day that the employee was scheduled to work, the employee shall be granted seven (7) hours of paid holiday time. The difference between what the employee was scheduled to work and seven (7) hours shall be charged, at the employee's option, to either paid vacation, paid personal, or paid compensatory time.

9. Employees who work in excess of thirty-five (35) hours per week in order to participate in the Compressed Work Schedule Program shall not be eligible for time and one-half overtime pay for hours worked in excess of thirty-five (35) hours for the sole reason of participating in the Compressed Work Schedule Program. Participation in the Compressed Work Schedule Program shall not prohibit an employee from being eligible for overtime if the employee works in excess of his/her scheduled number of hours with prior administrative approval, by working more than seventy (70) hours in a two (2) week pay period.

10. Employees who participate in the Compressed Work Schedule Program may at times have to attend a meeting, fair hearing, training session, or similar function during their scheduled day off under the Compressed Work Schedule Program. If this occurs, the employee shall be allowed to reschedule their day off with their supervisor's approval. Prior to requiring the employee to reschedule their day off, the Employer shall examine alternatives such as but not limited to requiring an alternative employee to attend the meeting or testify at the fair hearing. Any such decision rendered by the Employer is done on a case by case basis and shall not be viewed as setting agency precedent. The Employer shall provide adequate notice to the employee if they shall be required to reschedule their day off. Adequate notice shall be considered as soon as reasonably possible once the Employer becomes aware of the scheduling conflict.

11. All administrators and unit supervisors shall not unduly deny or restrict an employee's request to use their paid leave solely because the employee is participating in the Compressed Work Schedule Program.

12. An employee who loses eligibility to participate in the Compressed Work Schedule Program shall revert to the standard ten (10) day work schedule at the beginning of the next pay period upon two (2) weeks notification by the Employer's Fiscal Department.

13. The Union recognizes the Employer's right in accordance with Article IX of this Agreement to request and receive medical documentation for the approval of sick leave whenever the Employer's request appears reasonable. The Union also recognizes that

abuse of sick leave shall be cause for disciplinary action.

APPENDIX AD@ - EXTENDED HOURS PROGRAM

1. Management Rights

The Employer may, at its sole discretion, maintain, modify, and terminate the Extended Hours Program at any time with two (2) week notice.

2. Continuation of Terms of Employment and Benefits

Except as modified by the specific terms and conditions of this program, all terms and conditions of employment applicable to employees participating in the Extended Hours Program and remaining terms and conditions of the negotiated agreement shall remain and continue in full force and effect. A specific inclusion into this program of a prior benefit enjoyed by employees shall not in any way be interpreted as an intent to limit, modify, or discontinue non-referenced existing benefits.

3. Extended Hours

a. Employee participation shall be sought by requesting interested employees to submit a showing of interest in the Extended Hours Program on a voluntary basis and shall be granted based on agency seniority as specified in Article IV of this Agreement. A voluntarily participating employee may withdraw from the Extended Hours Program upon two (2) weeks notice at the beginning of the next pay period.

b. In the event the Employer is unable to solicit sufficient voluntary participation in the Extended Hours Program, the Employer shall schedule and assign shifts to coordinate employees= schedules to conform to the operational needs of the agency to ensure that departments and units deemed necessary for the operation of the agency during the period of extended hours are properly staffed. The Employer shall endeavor to honor work schedule preferences both for those employees who have volunteered and for those who did not volunteer but are required to work under the program. Departments and units eligible to participate in the Extended Hours Program shall be selected at the Employer=s sole discretion.

c. The scheduling of work shifts shall comply with this Agreement. All administrators and unit supervisors shall strive to promote participation in the Extended Hours Program. All administrators and unit supervisors shall be responsible for coordinating employees= schedule preference while conforming to the operational needs of the agency. The Employer, through its administrators, shall ensure that proper staffing is maintained in each department and unit.

d. In the event of a work schedule conflict between employees within a unit agency seniority shall prevail. In the case of reassignment or promotion, an employee=s agency seniority shall prevail in the event of a work schedule conflict.

e. The Employer may add or delete additional work schedules and basic eligibility criteria for the program upon review of the Employer's ability to properly operate and serve the clients and citizens of the County. Article IV of this Agreement shall apply if work schedules are added, deleted, or modified.

f. All employees, whether in the Compressed Work Schedule Program, the Extended Hours Program, or in the standard work schedule shall be required to work seventy (70) hours in a pay period. Employees who work in excess of thirty-five (35) hours per week in order to participate in the Extended Hours Program shall not be eligible for time and one-half overtime pay for hours worked in excess of thirty-five (35) hours for the sole reason of participating in the Extended Hours Program. Participation in the Extended Hours Program shall not prohibit an employee from being eligible for overtime if the employee works in excess of his/her scheduled number of hours with prior administrative approval by working more than seventy (70) hours in a two (2) week pay period.

4. Extended Hours Program Under the Compressed Work Schedule Program

a. Employees who meet the eligibility criteria and voluntarily elect to participate in the Compressed Work Schedule Program as specified in Appendix C may work one (1) of two (2) schedules under the Extended Hours Program. The employee may work any of the three (3) schedules as listed in the Compressed Work Schedule Program seven (7) out of the nine (9) days they are scheduled to work and on the day the agency is open late, shall work from 10:45 A.M. to 7:30 P.M.

b. Employees who meet the eligibility criteria of the Compressed Work Schedule Program as specified in Appendix C and who participate in the Extended Hours Program but who do not elect to work one (1) of the three (3) schedules specified in Appendix C may still voluntarily participate in the Compressed Work Schedule Program by working 8:00 A.M. to 7:30 P.M. each Thursday under the Extended Hours Program and then working their normal seven (7) hour shifts, be it 8:00 A.M. to 4:00 P.M., 8:30 A.M. to 4:30 P.M., or 9:00 A.M. to 5:00 P.M., for the other seven (7) days of the pay period with a tenth (10th) day off.

5. Standard Work Schedule Under the Expanded Hours Program

a. Employees who participate in the Expanded Hours Program but do not participate in the Compressed Work Schedule Program either due to ineligibility for the Compressed Work Schedule Program or voluntarily electing not to participate in the Compressed Work Schedule Program may participate in the Expanded Hours Program by working 11:30 A.M. through 7:30 P.M. each Thursday. The employee continues to work their normal work schedule the other eight (8) days of the work period be it working 8:00 A.M. through 4:00 P.M., 8:30 A.M. through 4:30 P.M., or 9:00 A.M. through 5:00 P.M..

b. Employees who voluntarily elect to participate in the Extended Hours Program under the Compressed Work Schedule Program by working the 8:00 A.M. to 7:30 P.M.

schedule shall have two (2) meal breaks of a one-half (2) hour duration. The employee shall also receive three (3) breaks of fifteen (15) minutes. Two (2) of the three (3) fifteen (15) minute breaks may be taken in conjunction with their two (2) meal breaks. All breaks on the extended day shall be completed no later than 6:00 P.M., except in unusual circumstances with approval from the employee=s administrator. Those employees working the ten and one- half (102) hour shift, shall be given the first opportunity to take the latest meal and break periods.

6. Leaves

Employees who participate in the Extended Hours Program under the Compressed Work Schedule Program shall have their sick, vacation, bereavement, and personal leave charged on a prorated basis according to the actual time the employee is absent from his/her scheduled work day in accordance with Appendix C.

7. Holidays

a. In accordance with Appendix C, when a holiday occurs on a regular day off for an employee who is participating in the Expanded Hours Program under the Compressed Work Schedule Program, he/she shall be granted, on a straight hour-for-hour basis, seven (7) hours of compensatory time which shall be used within three (3) months of being earned. If a holiday occurs on a day scheduled to be worked by an employee who is participating in the Expanded Hours Program under the Compressed Work Schedule Program, the employee shall be granted seven (7) hours of paid holiday time. The difference between what the employee was scheduled to work and seven (7) hours shall be charged, at the employee=s option, to either paid vacation, paid personal, or paid compensatory time in accordance with Appendix C.

b. All administrators and unit supervisors shall not unduly deny or restrict an employee=s request to use their paid leave solely because the employee is participating in the Extended Hours Program.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AND CAUSED SAME TO BE EXECUTED BY ITS RESPECTIVE OFFICERS OR AGENTS ON THIS DAY OF MAY, 2005.

BURLINGTON COUNTY BOARD OF COMMUNICATIONS WORKERS OF SOCIAL SERVICES AMERICA, AFL-CIO, LOCAL 1086

Robert M. Notigan, Chairman Gail Mason-Massey, CWA Representative

Daniel Boas, Director Judith E. Street, President, Local 1086

Richard C. Strobel, Esq., Chief Counsel Linda S. McCann, Executive Vice-President,
Local 1086

Daphne Ball, Chief Steward, Local 1086

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