Agreement Between

Camden County Board of
Social Services

And

COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO
LOCAL 1084

Contract Period
January 1, 2006 through December 31, 2006

PREAMBLE

This Agreement is entered into between the Camden County Board of Social Services (herein referred to as the Board) and the Communications Workers of America, AFL-CIO (herein referred to as the Union).

ARTICLE 1 - UNION RECOGNITION

A. The Board agrees to recognize the Union as the sole and exclusive collective bargaining representative of the employees whose titles are set forth in the Appendix. Those excluded from the bargaining unit and the representation agreement are Supervising Clerks, Principal Clerks, Senior Investigators, and all other personnel designated as supervisors.

B. Duties ordinarily performed by bargaining unit employees may be assigned to work experience or community service participants ("CWEP") outside the unit under the following conditions only:

1. Written notice shall be provided to the Union at least 5 days before any participant begins work.
2. The Union shall be apprised of the nature of the work to be assigned.
3. Employment of the CWEP participant shall not result in the displacement of persons currently employed.

ARTICLE 2 - CONTRACT PERIOD

This Agreement shall remain in full force and effect from **January 1, 2006 through December 31, 2009**. Negotiations on a successor contract shall commence on **October 3, 2009**, unless both parties agree to an earlier date, upon written notice by one party to the other at least 90 days prior to the expiration date of the Agreement. In the absence of such notification, this agreement shall continue for an additional term of one year and the parties will be bound by the same terms and conditions thereof.

ARTICLE 3 - HOURS OF WORK

The normal workweek shall consist of 35 hours per week, 7 hours per day, 5 days per week, Monday through Friday. The Director, in consultation with the Union, may stagger hours so that the public may be served. Employees working in positions requiring staggered hours as of the effective date of this contract shall continue to do so. The hours of work shall be from 8:30 a.m. to 4:30 p.m., which includes a one-hour lunch period. An announcement will be used to signify the start and end of the normal work hours at the County Administration Building.

The Board recognizes the necessity of field workers having ample time to complete field assignments. In those instances when a field worker experiences delays or circumstances beyond his/her control, the employee will as soon as possible contact his/her supervisor to request approval to not return to the agency that day to sign out. Documentation may be required of any employee unable to return to the agency to sign out because he/she is delayed in the field.

ARTICLE 4 - MANAGEMENT RIGHTS

All the powers, rights, prerogatives, duties, responsibilities, and authority that the Board had prior to the signing of this Agreement are retained by the Board except those specifically modified by this Agreement and those which are not contrary to public policy nor any law of the State of New Jersey, or any rules, regulations or directives promulgated by the State Division of Public Welfare, or the State Department of Children and Families, Office of Children Services "Division of Youth and Family Services."

ARTICLE 5 - NJ DEPT. OF PERSONNEL REGULATIONS

The administrative and procedural provisions and controls of the New Jersey Department of Personnel are to be observed in the administration of this Agreement, except and to the extent that this Agreement pertains to subjects not therein contained.

ARTICLE 6 - DUES DEDUCTION & REPRESENTATION FEE

A. The Board will receive from the Union duly executed Union Membership and dues deduction cards, from all employees who have signed said cards.

The Union monthly dues will be deducted from the employee's first paycheck of each month and remitted to the Union, as aforesaid. In accordance with the appropriate New Jersey statutes, the Board, upon receipt of a duly executed authorization - assignment form acceptable to the Board, agrees to deduct from the first pay check each month, of employees covered by this Agreement who have executed said form, the established monthly dues of the Union. It is further agreed that the Board shall remit such deductions to the Union prior to the 10th day of the month following the month for which such deduction is made. The amount of dues shall be changed as may be certified to the Board by the Union at least thirty (30) days prior to the date on which the deduction of Union dues is to be made. The Union dues deducted pursuant hereto shall be remitted by the Board to the Union, c/o Secretary-Treasurer, Communications Workers of America AFL-CIO, 501 3rd Street, NW Washington, D.C., 20001-2797 together with a list of employees from whose pay deductions were made. A copy of such list shall also be delivered to the local Union President.

The employer agrees to deduct in accordance with P.L. 1979, Chapter 477 as it relates to the Agency Shop provisions, a representation fee not to exceed eighty-five percent (85%) from non-union employees as directed by the Majority Representative. The Majority Representative agrees to implement a demand and return system as set forth by statute, and in addition agrees to the following contract indemnification language:

Indemnification and Save Harmless Provision.

The Union shall indemnify and hold the Camden County Board of Social Services (hereinafter called the Board") harmless against any and all claims, demands, suits and other forms of liability

including but not limited to Counsel fees, legal expenses and costs, and awards and damages, which may arise out of or by any action taken by the Board which is required for the implementation of the agency shop provisions, provided that:

1. The Board notifies the Union in writing within sixty (60) days of receiving written notice of any claim, demand, suit or other form of liability.
2. A claim, demand, suit or other form of liability is not the result of any type of willful misconduct by the Board or the Board's willful imperfect execution of the obligations imposed upon it by this article.

The Board will cooperate with the Union in gathering permissible and applicable evidence, from its records, providing witnesses from the Administrative Staff, and in other aspects of defending an action arising out of this article.

If the Union so requests in writing, the Board may surrender full responsibility for the defense of such claim, demand, suit, or other form of liability to the Union and will continue to cooperate with the Union in defending an action arising out of this article. If the Union does not defend the action, it is understood the Union shall underwrite any and all costs incurred by the Board with the defense by providing evidence from its records, providing witnesses, and in all other aspects of the defense.

B. Union dues or representation fee will be deducted beginning with the first pay (union dues pay) of the month after the employee has completed three (3) full calendar months of service. For this purpose, completion of the first month will be considered the last day of the month following the month the employee is hired. For example, an employee hired on January 10th will have completed one (1) full calendar month on the last of day of February, three (3) full calendar months on the last day of April, and would have their first union dues or representation fee deducted from the first pay in May.

Seasonal or part-time employees who are terminated or laid off and are subsequently re-hired, will have union dues or representation fee deducted immediately from the first union dues pay (first pay of the month) that they receive, providing that they have already benefited from the three month provision as outlined.

Employees who are terminated, laid off, or out on leave of absence, and are 100% dues paying members of the Union at the time of said action, return to work with the same status.

ARTICLE 7 - UNION LEAVE

Union leave days without pay up to 125 for each year of this contract may be granted in order to allow union delegates to attend the following conferences, meetings or conventions:

(a) Annual International C.W.A. Conventions;

(b) District I, C.W.A. Conference;

(c) State C.W.A. Conference;

(d) Legislative International C.W.A. Conference;

(e) District I, Council of Public Employees;

(f) Other official union meetings or training sessions.

Such union leave may be granted, and in determining whether or not the Board should exercise its discretion to allow said leave, the Board should consider the total number of delegates to attend such event, the resultant effect on the agency, department or workgroup, and the aggregate total of union days previously granted during the year and the length of time for any single meeting.

The Board agrees to permit an aggregate of **sixty (60)** Union days to be taken with pay for **2006**, an aggregate of **sixty (60)** Union days to be taken with pay for **2007**, an aggregate of **sixty (60)** Union days to be taken with pay for **2008** and, an aggregate of **sixty (60)** Union days to be taken with pay for **2009**. The Union shall provide the Personnel Office with forty-eight (48) hours written notice prior to the paid and unpaid union leave.

ARTICLE 8 - LEAVE OF ABSENCE

A. Leaves of absence without pay may be granted, at the discretion of the Board, to permanent employees for a period not to exceed six (6) months at any one time, subject to approval by the 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 the approval by the Department of Personnel for reasons as established by Commission Regulations.

B. In all cases, a letter of request from the employee setting forth the reasons why leave is desired and the dates for the commencing and the terminating of leave shall be submitted to the Board. No leave of absence with or without pay shall become effective without prior approval of the Board and/or the Welfare Director.

C. Employees granted leaves of absence without pay shall have annual sick leave, vacation leave and personal day credits each reduced at the same rate as earned.

ARTICLE 9 - SICK LEAVE

A. The current sick leave policy shall be continued during the life of the agreement as follows:

1. During the remainder of the calendar year in which a permanent, provisional or temporary employee is first appointed, that employee will accumulate sick leave on the basis of one (1) day per month of service, or major fraction thereof.

2. Permanent or provisional employees starting with the second year of employment shall be entitled to fifteen (15) day's sick leave each calendar year on a cumulative basis. The leave is credited in advance at the beginning of the calendar year in anticipation of continued employment for the full year.

3. Temporary employees shall accumulate sick leave on the basis of one day per month of service or major fraction thereof.

4. Sick leave days shall be used in accordance with the provisions of Department of Personnel and established Board policy.

B. Sick leave for absences of long duration must be requested by the employee in writing to his/her immediate supervisor. This request must be accompanied by a written and signed statement by a physician prescribing the sick leave and giving the reasons for sick leave.

C. In all cases of illness, whether for short or long term, the employee is **required** to notify his/her supervisor of the reason for absence by **9:00 a.m.**, or as soon as possible thereafter on the first day of absence from the office. The employee shall notify the supervisor directly (voice mail or e-mail is not acceptable) of the specific number of days he/she anticipates being absent due to illness or in the absence of a notification of a specific number of days, the employee shall call in every day. Failure to report absences on the part of any employee may be cause for disciplinary action. If an employee is unable to reach his/her supervisor, he/she should then contact his/her administrator. If the administrator is unavailable, the Personnel Department must be contacted. A physician's certificate must be submitted for five (5) or more consecutive days of sick leave.

Nothing contained herein shall restrict management from requiring presentation of a doctor's certificate where past pattern would indicate same is warranted.

D. All sick leaves are subject to Administrative and/or Board approval and, where appropriate, to approval by the Department of Personnel.

E. All employees who retire from Public Employees Retirement System shall be entitled to receive a lump sum payment for unused accumulated 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 of the eligible employee's daily rate of pay for each day of earned and accumulated sick leave based upon the average annual compensation received during the last year of his/her employment prior to the effective date of retirement, provided, however that no lump sum supplement compensation payment shall exceed $**18,000**. An employee who elects a deferred retirement benefit shall not be eligible for this lump sum payment. **Employees retiring after December 1, 2009 will not receive any payment for accumulated sick leave.**

F. Sick Leave Donation

Upon request, any employee who is suffering from a catastrophic illness or injury as defined in Camden County Policy Number 52.1 effective 12/13/01 requiring prolonged absence from work shall be eligible to receive a maximum of 90 days of donated sick leave from such sick days in the leave bank accumulated by contributions from leave donors provided the employee has completed at least one year of service and has exhausted all accrued sick, vacation and personal leave. A catastrophic illness or injury shall be understood as a condition which has required the employee to be hospitalized and which requires a period of treatment or recuperation, as a result of which the employee is expected to be unable to work for at least 90 days, based on medical prognosis. Request for donated sick leave must be made prior to exhaustion of medical insurance. Upon the employee's return to work, any donated leave that remains unused shall remain in the accumulated sick day's bank. Individual employees may donate up to 15 sick days each but must retain a balance

of at least 30 sick days. No employee shall be subject to coercion of any kind in connection with the donation of sick leave. Nor may any employee be paid any remuneration for making a donation.

In the event the IRS shall determine Article 9 section F. to be unqualified we would then meet to review how the spirit of the agreement could be legally implemented.

ARTICLE 10 - PREGNANCY DISABILITY/CHILD CARE

A. Leave without pay for employees for the purpose of childcare may be granted for a maximum of one (1) year upon written request to the Director.

B. During the pregnancy disability leave, employees may utilize earned leave time (sick, vacation and personal) but shall not be required to exhaust accrued leave before taking a leave without pay for pregnancy disability. The employee must exhaust all accrued sick leave prior to being eligible for New Jersey Temporary Disability Insurance.

C. The Appointing Authority may grant to employee fathers of newborn children and newly adoptive parents a leave of absence without pay not to exceed one (1) year at any one time. Such requests shall also be made in writing to the Director and shall be subject to the same terms and conditions applicable to other leaves without pay.

ARTICLE 11- FAMILY LEAVE

The Board shall comply with the provisions of the Federal Family and Medical Leave Act of 1993 (Pub.L.103-03, February 5, 1993) and the New Jersey Leave Act, N.J.S.A. 34:11B-1 et seq.

ARTICLE 12 - EDUCATIONAL AID

A. Permanent employees may be afforded opportunity for educational aid. The types of educational aid offered by the Agency are Educational Leave and Tuition Reimbursement.

B. 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 leading to a degree. Only permanent employees may receive full-time leave with or without stipend and/or tuition.

Subject to the Board's approval, the cost of any graduate or undergraduate courses taken by permanent employees of the board, in order to increase their knowledge in the fields of Social Work, Psychology, Sociology, Business Administration, Public Administration or other job related fields will be paid by the Board provided that:

1. the employee makes application, in advance and in writing, to the Board;

2. the employee executes the Aid Agreement dated 7-1-86;

3. the employee continues in full time employment with the Board; and

4. the employee attains a satisfactory grade in the course. Satisfactory grade is defined as a grade of no less than a "C" or the numerically equivalent grade on the undergraduate

level and a grade of no less than a "B" or the numerically equivalent grade on the graduate level, or in the event that the employee received prior approval for a course utilizing a "Pass/Fail" grade system, received a "Pass" grade, unless the employee can provide documentation showing that some other grade is considered to be indicative of satisfactory performance by the educational institution providing the course.

C. Tuition rates for employees approved for educational leave shall not exceed those rates of Rutgers, the State University.

D. Educational Leave Committee

The Educational Leave Committee shall be composed of staff designated by the Director and a Union member. The Union shall select one of its members, who must be an employee of the Board, to serve on the Educational Leave Committee, which has been established by the Board for purposes of this Article. The Union representative shall be named and designated by the Union at the commencement of this contract, and only said employee who continues to be a member of the Union shall be entitled to participate in the Educational Leave Committee.

E. Tuition Reimbursement

1. The Tuition Reimbursement Program shall be administered by the Staff Development and Training Department.

2. The Tuition Reimbursement Benefit shall be applicable only to work-relatedcourses or as a part of an appropriate degree program. Degree programs include both Undergraduate and Graduate courses. Graduate courses shall be limited to those courses leading to a Masters in Social Work (MSW), Masters in Public Administration (MPA), Masters in Business Administration (MBA), or a Masters of Arts in Administration (MAA).

3. Eligible employees shall continue to receive the benefit of participation in the Tuition Reimbursement Program. Eligible employees shall be defined as any permanent full-time employee who has had continuous employment in the agency for a period of at least one (1) year.

4. The employee must submit an application to the Staff Development and Training Department for Tuition Reimbursement for the fall semester before August first (1st), the spring semester before November fifteenth (15th), and the summer semester before April fifteenth (15th).

(a.) Only those employees who apply for, and are approved in advance, shall be considered to receive tuition reimbursement at the end of the semester.

5. Tuition Reimbursement shall always be contingent upon adequate funds in the Tuition Expense account 67.05. Notice to be given to bargaining unit when such funds are budgeted and appropriated.

(a.) The agency will not reimburse an employee for any costs other than the actual tuition cost of a course, which will include lab fees, if appropriate, for a required course.

(b.) The reimbursement of any course cannot exceed the Rutgers tuition amount for a comparable course taken at any other institution.

(c.) The agency shall not be obligated to reimburse tuition costs in excess of eighteen (18) credits per calendar year for undergraduate studies to any one individual and not in excess of twelve (12) credit hours per calendar year for graduate studies to any one individual.

(d.) An employee may petition for tuition reimbursement in excess of the 18 to 12 hours respectively, and the agency will utilize its discretion to approve or disapprove such request upon agency need and budgetary constraints.

6. Reimbursement shall be paid only upon proof by an eligible employee that he or she received no less that a "C" or numerically equivalent grade for undergraduate courses, and less than a "B" or numerically equivalent grade for graduate courses, or, in the event that the employee received prior approval for a course utilizing only a "Pass/Fail" grade system, received a "Pass" grade.

7. All grades must be submitted to the Staff Development and Training Department along with proof of payment by the employee at the end of the semester, not to exceed thirty (30) days after the grade was issued.

ARTICLE 13 - SPECIAL LEAVES OF ABSENCE

Employees shall be entitled to the following special non-accumulative leaves of absence, with pay:

JURY DUTY

Time necessary for jury duty, except that the employee is expected to return to work after dismissal from jury duty unless said employee's returning is within one hour of dismissal time.

PERSONAL DAYS

After 90 days of employment an employee shall be entitled to three (3) Personal Days leave, with pay, prorated where applicable for the remainder of the calendar year and three (3) Personal Days leave, with pay, each year thereafter. Personal leave may be taken in half-day increments 1/2 day = 3 1/2 work hours. Requests for said Personal leave shall be made in advance and approved by the employee's immediate supervisor except in emergent situations.

MILITARY LEAVE

Shall be governed where ever applicable by the provisions of the Camden County Policies and Procedures Manual **(copies available in the Personnel Department and the CWA Local 1084 Union office)** for any employee in the National Guard or the reserves of any branch of the Armed Services.

ARTICLE 14 - BEREAVEMENT LEAVE

All employees covered by this Agreement shall be entitled to up to a total of **five (5)** days paid leave per incident for bereavement for time lost from work due to the death of a mother, father, child, spouse, brother or sister.

All employees covered by this agreement shall be entitled to up to **three (3)** days paid leave per incident for bereavement for time lost from work due to the death of any of the following family members: Step or foster parents, step or foster brother or sister, step or foster children, grandparents, grandchildren, and **current** mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law or legal guardian. A signed statement from the employee indicating the relationship to the deceased will be forwarded to the Personnel Office upon the employee's return to work.

All employees covered by this agreement shall be entitled to up to **three (3)** days paid leave per incident for bereavement for time lost from work due to the death of any blood relative not covered elsewhere in this article, residing in the employee's household, upon presentation by the employee of documentation as to relationship and residency of the deceased. Bereavement leave days are non-cumulative and may be used only within the calendar year.

ARTICLE 15 - NO STRIKE AGREEMENT

A. During the term of this Agreement, the Union agrees not to engage in or support any strike, work stoppage, slowdown, or other similar action by employees covered by this Agreement.

B. No lockout of employees shall be instituted or supported by the Agency during the term of this Agreement.

C. The Union recognizes its responsibility as exclusive collective negotiations agent and agrees to represent all employees in the unit without discrimination.

D. These agreements are not intended to limit the freedom of speech or demonstration of the Union or its members.

ARTICLE 16 - HEALTH INSURANCE COVERAGE

A. The Board agrees to pay for and provide hospital and medical insurance coverage for all eligible employees and their immediate families in accordance with the definition of the insurance carrier. Coverage will be provided at the level provided by the New Jersey State Health Benefits Plan. Coverage for the employees will be provided in accordance with the plan and will pertain to permanent, provisional and temporary employees.

B. <u>Dependent Coverage</u>

1. All employees with dependent coverage will pay 10% of the cost of dependent coverage beginning January 1, 2008.

2. Employees earning less than $45,000 will receive **an amount equal to the amount paid out but not to exceed $250.00 annually** if they pay the 10% dependent coverage.

C. The Board agrees to continue to contract with and to pay the full cost and provide dental insurance coverage for eligible employees and their dependents (as defined by the carrier).

D. The Board agrees to pay for and provide prescription coverage equal to or better than the coverage provided by the New Jersey State Health Benefits plan now in effect.

E. The Board shall pay to the Union, to assist with the cost of the Union's Retirees' prescription plan, a sum of up to $5,000.00 on the following dates:

July 1, 2006, December 31, 2006
July 1, 2007, December 31, 2007
July 1, 2008, December 31, 2008
July 1, 2009, December 31, 2009

F. The Board agrees to pay each employee covered under this agreement for the cost of vision care services (eye doctors' visits, lenses, frames, or contact lenses) that the employee or employee's eligible dependent may use up to a limit of $75.00 provided that the employee presents an original receipt for the charges and that the employee has not been reimbursed for vision care services in the 24 months preceding the date services were performed and further providing that the payment does not duplicate or is not in addition to payment from the employee's health insurance or HMO plan. If the employees HMO covers same, the employee shall be obligated to utilize such coverage. If vision care is provided by the employee's health benefits they are ineligible for this benefit.

ARTICLE 17 – VACATIONS

A. Effective January 1, 2006, permanent employees shall be granted vacation leave as follows:

1. One (1) vacation day for each month of service or major fraction thereof during the first (1st) year;

2. After one (1) year of service through five (5) years of service, twelve (12) vacation days per year;

3. After five (5) years of service through ten (10) years of service, fifteen (15) vacation days per year;

4. After ten (10) years of service through eighteen (18) years of service, twenty (20) vacation days per year;

5. After eighteen (18) years of service, twenty-five (25) vacation days per year.

B. Vacation time will be credited on January 1st of each year in anticipation of full employment for that calendar year and is to be taken during the calendar year.

C. Vacation time for all employees shall be scheduled and taken within the calendar year it is earned, except that employees may carry over to the following year only, one year's unused and accrued vacation days. If the year's vacation days are carried over into the following year, they must be used in that year. No further accumulations are allowed.

D. Vacation time will be granted by **seniority in the agency** with request to be submitted in writing by February 7th of each year beginning with the year 2008. Requests will be for March 1st through the end of February of the following year. Supervisors must respond in 15 working days.

E. Provisional and temporary employees shall be granted one (1) working day vacation leave for each full month of service or major fraction thereof during temporary employment. No vacation leaves in excess of the amount actually earned will be approved in anticipation of continued employment.

F. For deceased employees, payments will be made to the deceased employee's estate for all earned and unused vacation time based on the rate of last approved compensation.

ARTICLE 18 - HOLIDAYS

The following holidays shall be considered paid holidays during the duration of this contract:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday (discontinued after 2007)
President's Day
Good Friday
Memorial Day
Independence Day
Friday before Labor Day (beginning with the year 2008)
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas

In the event any of the above statutory holidays falls on a Sunday; it shall be celebrated on the following Monday.

In the event that any of the above statutory holidays falls on a Saturday, it shall be celebrated on the preceding Friday.

Whenever the work schedule is such that an employee is required to work on a holiday, the employee will be paid double their hourly rate. If an employee is absent without pay on the day before or after a holiday,he/she will not be paid for the holiday. Additional holidays may be established, from time to time, by a gubernatorial proclamation or by the Camden County Board of Freeholders, by rule, proclamation, or order, as a holiday for public employees in this County; however, the granting of such an additional holiday by the Board is purely discretionary and the failure to grant such an additional holiday is not subject to the grievance procedure.

ARTICLE - 19 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 will be kept as informal as may be appropriate.

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

3. It is agreed that the individual employee is entitled to use this grievance procedure and to be represented by the Union upon his/her request in accordance with the provisions hereof. He/she shall not be coerced, intimidated or suffer any reprisal as a direct or indirect result of such use.

4. All hearings shall be held in a private setting and only those parties involved may be present.

5. Not withstanding any other provision contained herein, the employer shall inform the employee of the employee's right to have a union representative present during any meeting which could result in disciplinary action.

B. Definitions.

1. The term "grievance" shall mean an allegation that there has been:

a. 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 "contractual grievance"; or

b. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Board, which shall be processed up to and including the Board and shall hereinafter be referred to as "non-contractual grievance".

2. The term "grievant" shall mean an employee, a group of employees or the Union.

C. Presentation of a Grievance.

The Board 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 and two (2) paid Union representatives who are employees of the Board throughout the grievance procedure. Tape recorders are permitted on the first and second levels if Union desires. And if so, Union is to provide two (2) such recorders with one (1) tape being given to the Board's representative present.

D. Steps of the Grievance Procedure.

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement:

Step 1

a. The grievant and/or his/her shop steward shall present the written grievance and a request for a hearing to the appropriate Assistant Administrative Supervisor and Immediate Supervisor

within twelve (12) working days of the occurrence complained of or within twelve (12) working days after he/she would reasonably be expected to know of its occurrence. Failure to act within said twelve (12) days shall be deemed to constitute an abandonment of the grievance.

b. The Assistant Administrative Supervisor, in conjunction with the Immediate Supervisor, shall schedule a hearing and render a written decision within ten (10) working days after receipt of the grievance.

Step 2

a. If the grievance is not settled through Step 1, the same shall be presented in writing by the grievant and/or his/her shop steward to the Department Head within seven (7) working days of a written response from Step 1.

b. The Department Head shall hold a hearing and render a written decision within ten (10) working days after receipt of the complaint.

Step 3

a. If the grievance is not settled through Step 2, the same shall be presented in writing by the grievant and/or his/her shop steward to the Director within seven (7) working days of the written response from Step 2.

b. The Director or his designee shall hold a hearing and render a written decision within ten (10) working days after the receipt of the complaint.

Step 4

a. If the grievance is not settled through Step 3, the same shall be presented in writing to the Board by his/her shop steward within seven (7) working days of the written response from Step 3. In the event the grievance is filed with the Board at least ten (10) working days prior to a Board meeting, the matter shall be placed on the agenda for that Board meeting. Grievances filed less than ten (10) working days before a Board meeting shall be heard by the Board at that meeting or no later than the following Board meeting. The grievant and the Union representatives shall have the right to appear before the Board. The Board will render its written decision within (10) working days after the Board meeting at which the matter has been reviewed. If the Board's decision involves a non-contractual grievance, the decision of the Board shall be final.

b. The grievant may be represented by the Local Union Officers and/or the International Union Representative, or both. A minority organization shall not present or process grievances.

Step 5

a. Any unresolved contractual grievance (as defined in B.1, Definitions above) except matters involving appointments, promotion or assignment, or matters within the exclusive province of the

Department of Personnel may be appealed to arbitration. Such appeals may be processed only by the Union. The Union must file the request for arbitration within thirty (30) calendar days after the receipt of the Board's decision.

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

c. Where the grievance involves an alleged violation of individual rights specified in Department of Personnel regulations for which a specific appeal to the Department of Personnel is available, the individual may present his complaint to the Department of Personnel directly. The grievant may pursue the Department of Personnel procedure or the grievance procedure as herein provided. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not selected. The election will be made in writing at the appropriate time on the grievance form.

d. Should the Union wish to move a grievance to arbitration, the Union shall notify the Public Employment Relations Commission of same and request a list of arbitrators to be furnished to the Employer and the Union. Selections of an arbitrator shall conform to the procedures of the Public Employment Relations Commission.

e. The parties shall meet at least twelve (12) 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.

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

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

h. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declaration of opinions, which are not essential in reaching the determination.

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

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

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

l. Grievance resolutions or decisions at Steps 1 through 4 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.

ARTICLE 20 - CLOTHING ALLOWANCE

The Board shall pay a clothing allowance of **$350.00** per year for the years of **2006, 2007, 2008, and 2009** to those employees required to wear uniforms in the operation of their duties. Employees who are covered under this article are maintenance workers.

ARTICLE 21 – PARKING

The Board agrees to expend an amount not to exceed **$14,500.00** per quarter for parking for designated field workers who are required to use their automobiles on a regular basis in the performance of their duties. Upon verification by parking receipt and certification as a designated field worker by the immediate supervisor, the worker may apply for a monthly parking fee reimbursement of a maximum of **$65.00** per month at the conclusion of each quarter. In the event that a worker utilizes a parking meter in lieu of a parking lot, he/she may submit an affidavit indicating the amount expended subject to the limits as stated above. Such application, in order to be eligible for reimbursement, must be received no later than the 15th day of the month following the close of such quarter. Example: A designated field worker eligible for parking in July, August and September 2006, will submit a voucher to Personnel for reimbursement no later than October 15, 2006. Vouchers received after the deadline will result in forfeiture of eligibility for reimbursement for the quarter.

ARTICLE 22 - CONFIDENTIAL FILES

Both the Board and the Union agree that it is essential to protect the confidentiality of any and all employee records that may become or are part of the employee's personnel file. Each employee shall receive a copy of any document concerning disciplinary action that is placed in his or her Personnel file. In the event an employee disagrees with the content of said document(s), he/she shall have the right to Union representation. Employee(s) shall have the right to review and respond to any and all documents placed in their personnel file.

ARTICLE 23 - SENIORITY, JOB OPENINGS & LATERAL TRANSFERS

This entire Article is specifically excluded from the binding arbitration provisions of the grievance procedure. The parties agree that this Article shall be subject to the grievance procedure referred to as a "non-contractual grievance".

A job opening or vacancy shall be posted on all appropriate bulletin boards, in all buildings for a period of seven (7) working days.

With respect to promotions, Seniority will be given consideration by the Board along with the efficiency of operations, as determined by the Board, with the latter to be the determinative factor. Seniority is defined as continuous unbroken service with the Board.

The Board will endeavor to fill permanent job openings by promoting employees from the next lower-rated job title who possess the requirements enunciated by the Department of Personnel Law, Rules and Regulations and who are subsequently certified by the Department of Personnel.

If there are two or more employees with substantially equal qualifications and ability to perform the work, the **Board shall consider Seniority and the efficiency of operations, as determined by the Board, with the latter to be the determinative factor.**

All promotions and promotional policies are subject to the New Jersey Department of Personnel Law, Rules and Regulations.

Every effort will be made within budgetary limitations, to fill vacancies that may occur, so as not to unreasonably increase workloads of remaining members of the Union. Workers in an understaffed unit will not be penalized solely because of the understaffing situation.

Notices will be posted on all appropriate bulletin boards in all buildings for seven (7) working days when lateral transfers or reassignments are anticipated from department to department.

In cases where the Board anticipates making lateral transfers within a department or reassignments from one department to another in a given title, this shall be voluntary whenever possible, with consideration **given to Seniority and the efficiency of operations, as determined by the Board, with the latter to be the determinative factor**.

ARTICLE 24 - EQUIPMENT & SUPPLIES

It is recognized that good employee morale and pleasant working conditions are important factors in the consideration of the services to be rendered to the public. Where possible, subject to the discretion of the Board and budgetary commitments, sufficient furniture, equipment, supplies, and telephone service in their immediate work area will be provided to all employees.

ARTICLE 25 - DISCIPLINE FOR JUST CAUSE

No employee shall be disciplined by discharge or reduction in rank or compensation, without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to

either the appropriate grievance procedure of either/or Article V, entitled "Department of Personnel Regulations" whichever is applicable.

ARTICLE 26 – COMMITTEES & PANELS

A. Health and Safety Committee shall be formed which shall consist of four (4) persons. The Union from among the employees shall select two (2) and the Board and/or the Director shall select two (2) from management. The Committee's responsibility shall include recommending improvements in the physical plant, developing itself as a resource body in relation to applicable laws and regulations, and investigating complaints relating to matters of health and safety. The existence of the Committee and the names of its members shall be posted on the bulletin board. The Committee will meet upon request of the Union or Board. The activities of the Committee shall not be subject to the grievance procedure. The existence of this Committee shall not affect whatever legal responsibility exists with the Board regarding matters of health and safety.

All buildings must provide locked private lavatories for the exclusive use of the employees.

B. The Labor/Management Panel (LMP) shall be formed and consist of eight (8) persons. Four (4) selected by Union, from the employees, and four (4) selected from management by the Board or the Director.

The LMP shall hold monthly meetings on the 3rd Thursday of each month, wherever possible, starting at 3:30 PM with an agenda subject to modification.

The LMP responsibilities shall include but are not limited to, providing input regarding staffing levels, assisting in the implementation of new and revised mandated programs that the Board and CCBSS receive from the State and Federal level, assist in developing criteria for which Departments and Units will operate, to insure uniformity, effectiveness and efficiency. The name of the Panel and its members shall be posted on the bulletin board and, the Panel's activities shall not be subject to the grievance procedures. The Panel shall not affect the Board's legal rights and responsibilities regarding matters of Welfare Reform and DFD requirements.

ARTICLE 27 – WORKING OUTSIDE JOB CLASSIFICATION

It shall be the normal practice of the Board to assign employees work which is appropriate to their job classification. Regular assignment of work which is not within the job classification, and properly brought to the attention of the Board by the Union, shall be corrected. Any dispute as to whether the work is within the job classification may be resolved, either in accordance with the grievance procedure, or by appeal to the Department of Personnel. The Department of Personnel job specifications shall govern, if such specifications have been established.

If an employee works outside of his/her classification at the request of the Board or its representatives for a period in excess of seven (7) consecutive work days, he/she shall receive the rate

of pay for that classification or the rate of pay for his/her own classification, whichever is higher, retroactive to the first day worked out of classification.

ARTICLE 28 – TRAINING

The Board shall endeavor to provide training programs for all new employees for purposes of orientation. Additionally, a program of continuous and ongoing training shall be maintained.

After release from the formalized Human Service Specialist program training, the Training Department during the remainder of the probationary period, shall play a proactive role in the development of the trainee/employee.

Authorized representatives of the C.W.A. shall be given the right to address each new employee training class, for approximately fifteen (15) minutes.

ARTICLE 29 - WORKER'S COMPENSATION

All employees shall be covered by Worker's Compensation, in accordance with the Statutes of the State of New Jersey. No employee shall receive pay over and above worker's compensation unless they use their accrued sick, vacation or personal days.

ARTICLE 30 - TEMPORARY DISABILITY

The Board shall comply with laws dealing with the Temporary Disability Benefits Law of the State of New Jersey.

ARTICLE 31 - MILEAGE CLAUSE

Those social workers, social service technicians, human service specialist staff, and investigators who are authorized and required to use their automobiles for client field contacts shall be reimbursed at the Federal Internal Revenue Service (IRS) rate. The monthly allowance shall not be construed as a flat allowance, but the reimbursement is based upon the actual mileage devoted to the aforesaid purposes, during the month. The **maximum** reimbursable mileage in any calendar month is **750** miles. Mileage claims must be submitted within **one (1)** month from the end of the month in which the mileage was incurred. Failure to submit a timely claim will result in loss of eligibility for reimbursement.

Employees will be required to maintain a daily log containing mileage and specific locations visited. Authorization for automobile use must be obtained, in advance, from the supervisor.

Employees are not required, nor are they expected to transport clients in the private automobiles owned by the employee.

ARTICLE 32 - SEPARABILITY CLAUSE

If any provisions of this Agreement should be held invalid by operation of law or regulation by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal or appropriate administrative agency pending a final determination as to its validity, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 33 – OVERTIME

All employees represented by the Union shall be compensated at 1-1/2 times their regular straight time hourly rate of pay for all hours worked beyond their normal workweek of 35 hours. All overtime must be authorized and approved by the Director, Deputy Director, or designee, in advance.

ARTICLE 34 - FULLY BARGAINED CLAUSE

The parties agree that they have fully bargained and agreed upon all the terms and conditions of employment and that these terms and conditions of employment shall not be changed during the life of this Agreement.

ARTICLE 35 - BULLETIN BOARD

It is agreed that enclosed and locked Bulletin Boards shall be placed in each building provided by the agency and maintained by the Union.

ARTICLE 36 – BREAKS

Each employee herein represented shall be entitled to one (1) fifteen (15) minute break for each half-day period of work (morning and afternoon). Unused break time shall not be credited or accumulated in any way by the employee.

It is understood that, at certain times, full-time video display terminal operators may require alternate duties. Such duties may be given with the approval of the supervisor.

ARTICLE 37 - NON-DISCRIMINATION CLAUSE

The Board agrees to practice and provide equal employment opportunity and non-discrimination in its employment policies and its employment relations policies, regardless of race, creed, color, national origin, nationality, age, sex, sexual orientation, or handicap.

The Board shall prohibit sexual harassment of its employees in any form, in accordance with United States Equal Employment Opportunity Commission Guidelines, which treat sexual harassment as illegal sex discrimination under the Civil Rights Act of 1964.

ARTICLE 38 – EVALUATIONS

A. All employees will be evaluated during the first calendar quarter for the prior year. Upon completion of the evaluation process, the evaluation will be forwarded to the Personnel Office to be retained on file.

B. Employees shall be informed of evaluation criteria. There shall be no change in evaluation criteria during an evaluation period. Should there be reason for such change, it should be only after consultation with the Union and shall not be applied retroactively.

C. Each employee shall be notified of his/her performance evaluation and shall have the opportunity to review and sign such evaluation. The supervisor shall confer with the employee regarding the evaluation and provide a copy of same. The employee's signature on the evaluation shall not indicate agreement or disagreement with the contents of evaluation. If the employee disagrees with the evaluation, he/she shall be entitled to a conference to discuss his/her disagreements. The employee may write a rebuttal in the section provided on the evaluation form.

D. If an evaluation rating is a primary or contributing factor in future adverse action such as demotion or separation, the employee retains all rights to a formal hearing as provided in NJAC 4A:6-5. An evaluation rating of "unsatisfactory" is grievable as a non-contractual grievance.

ARTICLE 39 – LONGEVITY

A. Any employee who would be eligible for longevity pay in 2007 shall have their longevity amount added to their base pay in effect as of January 1, 2007 with one increase to the next level **(except for those already at maximum)**. This shall then constitute the employee's new base salary. Any and all cost of living (negotiated) pay increases would be calculated on that base pay.

B. Any employee hired prior to December 31, 2006 with continuous service beginning January 1, 2003 will have $600 applied to their salary in their fifth year of employment.

C. No one hired after January 1, 2007 is entitled to this benefit.

ARTICLE 40 – SALARIES

1. Effective **January 1, 2006**, all employees shall have their base salary adjusted step to step in accordance with the appropriate compensation schedule in effect **January 1, 2006** which represents approximately a three point five zero percent (**3.50%**) increase over the compensation schedule which was in effect **January 1, 2005**.

2. Effective **January 1, 2007**, all employees shall have their base salary adjusted step to step in accordance with the appropriate compensation schedule in effect **January 1, 2007** which represents approximately three point five zero percent (**3.50%**) increase over the compensation schedule which was in effect **January 1, 2006**.

3. Effective **January 1, 2008**, all employees shall have their base salary adjusted step to step in accordance with the appropriate compensation schedule in effect **January 1, 2008**, which represents approximately a three point five zero percent **(3.50%)** increase over the compensation schedule which was in effect **January 1, 2007**.

4. Effective **January 1, 2009**, all employees covered by this agreement shall have their base salary adjusted step to step in accordance with the appropriate compensation schedule in effect **January 1, 2009** which represents approximately a three percent (**3%**) increase over the compensation schedule which was in effect **January 1, 2008**.

5. Commencing January 1, 2006, Human Service Specialist I hired at range 14 shall be promoted after **two year's permanency** in grade to **Human Service Specialist II** at range 16 provided that the employee's service is satisfactory. After **two year's** service as a **Human Service Specialist II** or Child Support Worker, his/her salary range shall be adjusted to range 18 on a step to step basis.

6. Annual anniversary increments shall be given during each calendar year of this agreement on each employee's anniversary date to those employees who are not at the maximum step of the salary range and whose performance continues to be at least satisfactory. The annual anniversary increment shall be in accordance with the increment schedule in effect attached hereto as revised from time to time to reflect salary increases. The quarterly increment system is continued heretofore and shall be exercised in the following manner:

a. Employees hired in January, February, and March will receive an increment on April 1 of the following year.

b. Employees hired in April, May and June will receive an increment on July 1 of the following year.

c. Employees hired in July, August and September will receive an increment on October 1 of the following year.

d. Employees hired in October, November and December will receive an increment on January 1 of the second year following date of hire.

7. Any employee who receives a promotion or reclassification in which the salary adjustment equals two or more increments in the old range will receive a new anniversary date. The new anniversary date will be assigned on the basis of the effective date of such action in the same manner as indicated above for newly hired employees.

8. Employees hired after January 1, 2007 will be eligible for inclusion in the anniversary increment (step) process as long as they earn less than $45,000. This does not apply to increases as a result of promotion.

ARTICLE 41 - RESPONSIBLE UNION-EMPLOYER RELATIONSHIP

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

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

ARTICLE 42 – INDEMNIFICATION

"Any employee who is required to pay damages as a result of any tort claim arising out of and in the course of his/her employment shall be entitled to indemnification by the Board consistent with N.J.S.A. 59:10-1 et seq."

ARTICLE 43 - SUCCESSORS AND ASSIGNS

There shall be no transfer or assignment of any of the functions of this Agency involving the transfer of employees unless the Agency, or entity to which such employees are transferred agrees in writing to accept and abide by, as to such employees, the terms and conditions contained herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day of , 2007.

COMMUNICATIONS WORKERS OF AMERICA AFL-CIO

John Alphonse, CWA Representative

George Jackson, CWA President

Cheryl Behnett-Ali, CWA Vice-President

Keneatha Nesmith

Nathan Miles

CAMDEN COUNTY BOARD OF SOCIAL SERVICES

James H. Rhodes, Board Chairman

Susan Michielli, Board Member

Martin McKernan, Jr., Solicitor

Robert Ellis, Director

Frank Ambrose, Deputy Director

Marianne Young