

2-0081

Public Sector Unions
19-00

X 1984 - 1986

THIS DOES NOT
CIRCULATE

A G R E E M E N T

Between

THE SUSSEX COUNTY WELFARE BOARD

And

THE COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO

1984-1986

ALPHABETICAL INDEX

BEREAVEMENT	ARTICLE XIV	PAGE 12,13
DISABILITY LEAVE	ARTICLE XX	PAGE 18-21
DUES, CHECKOFF	ARTICLE III	PAGE 2,3
DURATION OF AGREEMENT	ARTICLE XXIX	PAGE 26,27
EDUCATIONAL LEAVE	ARTICLE XXIII	PAGE 22,23
FULLY-BARGAINED PROVISIONS	ARTICLE XI	PAGE 11,12
GRIEVANCE PROCEDURE	ARTICLE VI	PAGE 4-9(a)
HEALTH INSURANCE COVERAGE	ARTICLE VII	PAGE 10
HOLIDAYS	ARTICLE XXV	PAGE 25
HOURS OF WORK	ARTICLE IV	PAGE 3,4
JURY DUTY	ARTICLE XXVI	PAGE 25
JUST CAUSE	ARTICLE V	PAGE 4
LEAVE OF ABSENCE FOR UNION PURPOSES	ARTICLE XVI	PAGE 14
LONGEVITY		PAGE iii
MANAGEMENT RIGHTS	ARTICLE II	PAGE 2
MISCELLANEOUS	ARTICLE XXVII	PAGE 26
NO-STRIKE PLEDGE	ARTICLE X	PAGE 11
NON-DISCRIMINATION	ARTICLE IX	PAGE 11
PERSONAL DAYS	ARTICLE XIV	PAGE 13
PERSONNEL FILES	ARTICLE XVIII	PAGE 16
PROMOTIONS	ARTICLE XIII	PAGE 12
RECOGNITION	ARTICLE I	PAGE 1
SALARIES AND COMPENSATION	ARTICLE VIII	PAGE 11
SENIORITY	ARTICLE XXI	PAGE 21,22
SEPARABILITY AND SAVINGS	ARTICLE XII	PAGE 12
SICK LEAVE	ARTICLE XIX	PAGE 17,18
SNOW DAYS	ARTICLE XV	PAGE 14
TEMPORARY JOB ASSIGNMENT	ARTICLE XXVIII	PAGE 26
TRAVEL	ARTICLE XXII	PAGE 22,23
TUITION REIMBURSEMENT	ARTICLE XXIV	PAGE 23,24
VACATION LEAVE	ARTICLE XVII	PAGE 14-16
WAGE SCHEDULE		PAGE i,ii,iii,iv

THIS AGREEMENT, effective the 1st day of January, 1984, is entered into by and between the SUSSEX COUNTY WELFARE BOARD, 18 Church Street, P.O. Box 218, Newton, New Jersey, 07860, (hereinafter referred to as the "Board") and the COMMUNICATIONS WORKERS OF AMERICA, A.F.L. - C.I.O., 21 Commerce Drive, Cranford, New Jersey, 07016 (hereinafter referred to as the "Union").

ARTICLE I - RECOGNITION

In accordance with the certification of the New Jersey Public Employment Relations Commission, dated October 15, 1971, as supplemented by agreement of the parties, and as supplemented by the Certification of the New Jersey Public Employment Relations Commission dated August 17, 1976, the Board recognizes the Union as the exclusive representative of all the employees in the Unit described below for the purpose of collective negotiations with respect to the terms and conditions of their employment: All Social Work Specialists, Income Maintenance Specialists, Social Workers, Income Maintenance Workers, Income Maintenance Technicians, Social Service Technicians, Social Service Aides, Investigators, and all clerical employees including: Account Clerk (typing), Principal Clerk Stenographer, Clerk Stenographer, Senior Clerk Transcriber, Clerk Transcriber, Clerk Typist, Senior Clerk Typist, Senior Telephone Operator/Receptionist, Telephone Operator/Receptionist, Senior Data Entry Machine Operator, Data Entry Machine Operator and Senior Account Clerk (typing), employed by the Sussex County Welfare Board, but excluding craft employees, managerial executives, police, confidential employees, Income

Maintenance Supervisors, Social Work Supervisors, other supervisory employees within the meaning of the Act and all other employees of the Sussex County Welfare Board.

ARTICLE II - MANAGEMENT RIGHTS

A. 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 only those that are specifically modified by this Agreement and only to the extent that they are so modified, and provided that any such modification is not contrary to public policy, or any law of the State of New Jersey, or any rules, regulations or directives promulgated by the Division of Public Welfare of the Department of Human Services and the Department of Civil Service.

B. It is agreed that the above-recited management rights are not subject to the grievance and/or fact finding procedures hereinafter set forth.

ARTICLE III - DUES, CHECKOFF

The Board, upon receipt of a duly executed authorization assignment form acceptable to the Board, agrees to deduct from the first paycheck each month of employees covered by this Agreement who have executed said form, the established dues of the Union, subject, however, to the provisions of N.J.S.A. 52-14-15.9e. It is further agreed that the Board shall remit such

deductions to the Union prior to the 15th day of the month following the month for which such deduction is made. Dues shall be such amount 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.

ARTICLE IV - HOURS OF WORK

A. The normal work week shall consist of thirty-five (35) hours per week, seven (7) hours per day, five (5) days per week.

B. Overtime - Overtime, when authorized by the County Welfare Director, shall be performed by any employee, to provide extra services entirely outside of the regularly prescribed hours of duty. Such services shall be independent of the regular routine duties of the employee so assigned, unless extraordinary circumstances or special projects require that it be the same duties in order to meet essential services or requirements in a timely manner.

Overtime Pay - When, by reason of the pressure of official business, an employee is required to work overtime as above-defined, the employee is entitled to receive cash compensation for the overtime employment beyond 40 hours in any given work week at a rate of one and one half times the regular rate at which the employee is employed. For hours worked in any given

work week between 35 and 40 hours, an employee is entitled to either compensatory time off or pay on an hour for hour basis at straight time pay rates.

ARTICLE V - JUST CAUSE

No employee shall be reprimanded or disciplined without just cause.

ARTICLE VI - GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may arise affecting the terms and conditions of employment of employees covered by this Agreement. 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. The term "employee" or "grievant" as used in this Article may also mean a group of employees with a grievance. The term "grievant" may also mean the Union.

B. Definition

The term "grievance" 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 "contractual grievance"; or

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

C. Presentation of a Grievance

The Welfare 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 one union representative who is an employee of the Board throughout the grievance procedure.

D. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement. All steps should be expedited. By mutual agreement, the parties may waive any steps or extend the time limit:

Step 1

a. The grievant shall institute action under the provisions hereof in writing, signed and delivered to his/her supervisor within ten (10) working days of the occurrence complained of, or within ten (10) working days after he/she would reasonably be expected to know of its occurrence. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. The grievant, upon request, may be represented by an employee who is the Shop Steward or Local Union Officer.

b. The Supervisor shall render a decision in writing within ten (10) working days after receipt of the grievance.

Step 2

a. In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his/her complaint with the Department Head within five (5) working days following the determination at Step 1. The grievant, upon request, may be represented by an employee who is the Shop Steward or Local Union Officer.

b. The Department Head shall render a decision within seven (7) working days after the receipt of the complaint.

Step 3

a. In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his/her complaint with the Director of Welfare within five (5) working days following the determination at Step 2. The grievant, upon request, may be represented by an employee who is the Shop Steward or Local Union Officer.

b. The Director of Welfare, or a designee, shall render a decision within seven (7) working days after the receipt of the complaint.

Step 4

a. Should the grievant disagree with the decision of the Director, or her designee, the grievant may, within five (5)

working days following the decision, submit to the Board a statement in writing and signed as to the issue or issues in dispute. Such statement shall set forth the reasons why the grievant contends the Director's decision is incorrect and shall specify the provision or provisions of this Agreement, if any, alleged to be violated. The Board or its designee shall review the decision of the Director together with the statement submitted by the grievant and such other written evidence as may be submitted. The grievant and/or the Union representative may submit a written request to appear before the Board or its designee to present oral argument. The Board retains the right, in its sole discretion, to deny such request for oral argument, or to grant such request, subject to such conditions and limitations as the Board may deem appropriate. It is recognized that it is mutually advantageous to resolve issues quickly, where possible. Consequently, the Board agrees to complete its review as soon as possible, but not later than the second regular monthly meeting following receipt of the statement of the issues in dispute. The Board will render its decision within ten (10) working days after the meeting at which the Board has completed its review of the matter. If the Board's decision involves a non-contractual grievance, the decision of the Board shall be final.

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

Step 5

a. Any unresolved contract grievance (as defined in B.1, Definitions above) except matters involving appointment, promotion or assignment or matters within the exclusive province of Civil Service, may be submitted to advisory arbitration only by the Union. The Union must file the request for advisory 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 advisory arbitration or to represent an employee before Civil Service. The Union's decision to request the movement of a grievance to advisory arbitration or to terminate the grievance prior to submission to advisory 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 Civil Service Law and rules for which a specific appeal to Civil Service is available, the individual may present his or her complaint to Civil Service directly. The grievant may pursue the Civil Service 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 and shall be made within thirty (30) calendar days after receipt of the Board's decision.

d. The advisory arbitrator shall be selected from the panel maintained by the Public Employment Relations Commission, in accordance with the selection procedures of the Public Employment Relations Commission.

e. The parties shall meet at least ten (10) working days prior to the date of the hearing to frame the issues to be submitted to the advisory arbitrator and to stipulate, where possible, the facts of the matter in an effort to expedite the hearing.

f. The advisory arbitrator's recommendation shall be in writing and shall set forth his findings of fact, reasons and conclusions on the issues involved. The advisory arbitrator shall be without power or authority to make any decision which shall bind the parties and his/her opinion shall be advisory in nature only, and limited to the issues submitted to him/her.

g. The advisory arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his/her recommendations solely to the interpretation and application of this Agreement. The advisory arbitrator shall be confined to the precise issue submitted for advisory arbitration and shall have no authority to make recommendations regarding issues not so submitted.

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

i. 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.

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

k. Grievance resolutions or decisions at Step 1, 2, 3, 4, or 5, shall not constitute a precedent in any other proceeding.

l. Any advisory arbitrator's decisions or awards affecting matters covered by Ruling 11 shall be subject to review by the Department of Human Services, Division of Public Welfare. Where the Department of Human Services, Division of Public Welfare, refuses to approve an advisory arbitrator's decision or award as being in contravention of Ruling 11, this shall not be construed as preventing the union from thereafter moving in an appropriate forum for the enforcement of the advisory arbitrator's decision or award.

ARTICLE VII - HEALTH INSURANCE COVERAGE

1. The Employer agrees to provide at no cost to the employees the following insurance coverage for the employee and his/her eligible dependents, as permitted under the laws and procedures of the State of New Jersey and County of Sussex for each full-time provisional and permanent employee who receives remuneration, commencing on the first day of the month following completion of two (2) full months of service:

- a. Blue-Cross, Blue-Shield and Rider J coverage and Major Medical Insurance.
- b. Effective March 1, 1984, \$2.00 Co-Pay Prescription Program.
- c. Effective March 1, 1984, basic Dental Program.

2. All rights, benefits, eligibility requirements, etc., shall be governed by the applicable policy of insurance then in effect and pertinent statutory and regulatory provisions.

3. The Board shall pay the premium or periodic charges for the benefits provided to all retired employees and their dependents (but not including survivors) covered under the New Jersey Health Benefits Program Act administered by the Department of the Treasury - Division of Pensions in accordance with the rules and regulations applicable to such program, if such employees retire from the Public Employees Retirement System receiving a pension based on twenty-five (25) years or more of service credited in such retirement system.

ARTICLE VIII - SALARIES AND COMPENSATION

The salaries and stipulations contained in the Article are based on the standard thirty-five (35) hour work week.

During the term of this Agreement, employees covered by this Agreement shall be compensated in accordance with the wage schedules attached hereto.

ARTICLE IX - NON-DISCRIMINATION

There shall be no discrimination by the Board or the Union against an employee on account of marital status, physical handicap, political or religious affiliation, or race, color, creed, sex or national origin, or membership or non-membership in the Union, and other criteria indicated by Civil Service regulations, in violation of applicable law or regulations.

ARTICLE X - NO STRIKE PLEDGE

The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, condone, authorize or support, nor will any of its members participate in any strike, work stoppage, slowdown, walkout or other job action or work interruption.

ARTICLE XI - FULLY BARGAINED PROVISIONS

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and that this Agreement represents and incorporates the complete and final

ARTICLE XI - FULLY BARGAINED PROVISIONS (cont.)

understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

ARTICLE XII - SEPARABILITY AND SAVINGS

If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, including but not limited to the New Jersey Department of Civil Service, or if compliance with or enforcement of any provision should be restrained by such tribunal 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 XIII - PROMOTIONS

When an authorized Income Maintenance Specialist or Social Worker position is vacated and the Board decides to fill the same, an Income Maintenance Worker and/or Income Maintenance Technician or Social Service Technician certified to the position shall be given preference for the job, to the extent permitted by law and applicable Civil Service regulations.

ARTICLE XIV - BEREAVEMENT - PERSONAL DAYS

Employees who are on the payroll on January 1st of any year shall be entitled to a maximum of six (6) days leave per year, with pay, in accordance with the following:

ARTICLE XIV - BEREAVEMENT - PERSONAL DAYS (cont.)

A. Bereavement Leave - up to three (3) days per calendar year leave of absence, with pay, for time lost from work due to the death of a spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, step-child, step-parent, niece, nephew, aunt, uncle, or any other relative who lives in the employee's home.

B. Personal Days - up to three (3) days per calendar year leave with pay for personal business, subject to the following:

1. Requests for leave shall be made in writing and approved in advance of the requested date or dates from the employee's immediate supervisor.

2. Personal leave shall not be granted at the beginning or end of a vacation or paid holiday, except in cases of emergency, religious holiday, or if the reason is approved by the employee's supervisor.

C. Employees hired after January 1st shall accrue one personal day and one bereavement day after each four (4) months of continuous employment during the calendar year, subject to the conditions set forth in paragraph B, above.

D. Personal leave days and bereavement days shall not be accumulated beyond the calendar year and shall not be taken for less than one-half day.

ARTICLE XV - SNOW DAYS

If an employee reports late for work within reasonable limits on any work day as a result of a declared snow day, the employee will be paid for the full day provided that the employee calls his or her supervisor to notify the supervisor that the employee will be late.

ARTICLE XVI - LEAVE OF ABSENCE FOR UNION PURPOSES

The Board shall, at the Union's written request, grant a leave of absence with pay to no more than two (2) Union representatives to attend an official Union convention or an authorized group meeting of Union representatives, but not to exceed seven (7) days in any year. Request for such leave shall be made in writing no later than three (3) working days prior to the leave when possible. Such leave shall be granted provided that it will not interfere with the efficient operation of the department of the Board.

ARTICLE XVII - VACATION LEAVE

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

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

After one year of service through five years of service, twelve (12) working days per year;

After five years of service through twelve years of service, fifteen (15) working days per year;

ARTICLE XVII - VACATION TIME (cont.)

After twelve years of service through twenty (20) years of service, twenty (20) working days per year;

After twenty or more years of service, twenty-five (25) working days per year.

B. All employees hired prior to July 1, 1974, shall be entitled to the following exception only:

Tenth through twelfth years of service, eighteen (18) working days per year.

C. Vacation leave days may not be taken in less than one-half day increments.

D. Employees resigning or retiring shall be granted vacation leave pro-rated on the basis of current annual allowance divided by 12, multiplied by the months of service completed within the particular year.

E. Accumulation of Vacation - Employees may automatically carry over four (4) days vacation to the next succeeding calendar year only. Where in any calendar year the vacation leave or any part thereof is not granted by reason of pressure of work, such leaves of absence or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year only.

F. Deceased Employees - Whenever any employee in the classified service dies, payment shall be made to the estate of such deceased employee for all earned and unused vacation leave, within

ARTICLE XVII. - VACATION TIME (cont.)

the limits set forth in paragraph B. above, based on the last approved compensation rate for the deceased employee.

G. An employee who has used more vacation time than he/she is entitled to shall have an amount equal to his/her daily rate of pay deducted from his/her final pay for each day of vacation used in excess of the number of days to which he/she is entitled.

ARTICLE XVIII - PERSONNEL FILES

A. File - An employee shall have the right upon written request, to review the contents of his/her personnel file during normal office hours.

B. Derogatory Material - No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed and attached to the file copy.

The Board agrees to protect the confidentiality of personal references, pre-employment data and documents. The foregoing shall not be available for the employee's inspection.

ARTICLE XIX - 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. A physician's certificate may be required where duration of illness is five (5) consecutive working days or more for a single period. After an employee has used fifteen (15) days of sick leave in a calendar year, such proof may be required.

B. Employees will accumulate sick leave privilege on the basis of one (1) day per month of service or major fraction thereof during the remainder of the first calendar year of employment and fifteen (15) days annually thereafter. Employees shall be credited for fifteen (15) working days sick leave at the beginning of the year and may use sick leave for the reasons defined above and in accordance with established welfare board policy. Employees resigning or terminating their services with the county welfare board shall be permitted to use only that sick leave for the reasons defined above which has been earned and accumulated up to the date of termination on a pro-rated basis. The unused portion of sick leave will be accumulated without limit.

C. All employees retiring from the Public Employees Retirement System after January 1, 1982 shall be eligible to receive a lump sum payment for unused and accumulated Sick Leave at the Sussex County Welfare Board. This shall be computed at the rate of one half ($\frac{1}{2}$)

ARTICLE XIX - SICK LEAVE (cont.)

days for the unused Sick Leave balance accumulated as of effective date of retirement. The daily rate of payment shall be based upon the average annual salary received during the last year of employment prior to effective date of retirement provided that this lump sum payment shall not exceed \$12,000, and it shall not be paid to the employee until after forty-five (45) days of the effective date of retirement. The maximum allowable days for unused Sick Leave balance accumulated prior to January 1, 1978 shall be thirty (30) days. The lump sum payment shall be consistent with Civil Service rules and regulations.

ARTICLE XX - DISABILITY LEAVE

A. DISABILITY LEAVE NOT JOB RELATED

1. Permanent employees covered by this Agreement, upon the submission of acceptable medical evidence, shall be entitled to disability or pregnancy-disability leave as hereinafter set forth. Request for such leave with notification of the expected date of return will be made in writing to the Director. Notification of pregnancy shall be given to the Director not later than the end of the fifth month of the 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. The utilization of earned and accrued sick leave shall be limited only by the length of the employee's approved disability.

ARTICLE XX - DISABILITY LEAVE

A. DISABILITY LEAVE NOT JOB RELATED (cont.)

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

3. Subject to approval by the Board, permanent employees covered by this Agreement who are entitled to disability leave who are without or have exhausted accrued sick leave, vacation or compensatory time will be granted a leave of absence without pay to the end of the period of disability prescribed above. Leaves of absence may be granted by the Board with the approval of Civil Service for a period or periods not to exceed a total of six months from the initial date of disability leave, upon written request when accompanied by a doctor's certificate setting forth the need therefor. Such leave may be renewed upon prior written request when accompanied by a doctor's certificate setting forth the need therefor, for an additional period not to exceed six months.

4. Child care leave without pay may be granted by the Board under the same terms and conditions applicable to all other personal leaves without pay.

ARTICLE XX - DISABILITY LEAVE

A. DISABILITY LEAVE NOT JOB RELATED (cont.)

5. Provisional employees may be granted leave without pay by the Board for a maximum of sixty (60) days, subject to the same conditions set forth above.

B. DISABILITY LEAVE WITH PAY AS A RESULT OF A JOB-RELATED INJURY

1. Definition - Leave with pay as a result of disability refers to leave granted with full pay or with part pay to an employee who is disabled by injury incurred in the performance of his/her duty or by illness as a direct result of or arising out of his/her employment without contributory negligence on his/her part. Such leave is separate from and in addition to normal sick leave, and any leave with pay granted as a result of disability as thus defined shall not be charged against the employee's normal sick leave.

2. Duration - Leave of absence as a result of disability may be granted with full pay, with reduced pay, or with full pay for a certain period and reduced pay thereafter, but such leave is limited to a maximum of one (1) year unless similar disability or injury in private industry would entitle the employee to compensation for a longer period under the Workmen's Compensation laws, in which case payments as provided under such laws may be paid.

3. Fiscal Limitations - All disability leave with pay or part pay granted under this section shall be contingent upon the availability of sufficient funds appropriated to the County

ARTICLE XX - DISABILITY LEAVE

B. DISABILITY LEAVE WITH PAY AS A
RESULT OF A JOB-RELATED INJURY (cont.)

Welfare Board which are legally usable for this purpose. Where disability leave with pay or with part pay is granted to an employee with respect to a certain period of absence, and the employee subsequently received an award under the Workmen's Compensation laws which includes pay or part pay with respect to the same period, restitution shall be required of the employee to the extent necessary to avoid duplication or augmentation of pay for the same period.

4. Proof - The employee must satisfy the County Welfare Board by reasonable proof that the disability exists and must be prepared to furnish the Sussex County Welfare Board for submission to the State Division of Public Welfare or the Department of Civil Service such medical or other proof as they may require. Medical proof will be required in all cases of claims arising out of illness alleged to be a direct result of or arising out of the employment.

ARTICLE XXI - SENIORITY

Seniority, which is defined as continuous employment with Sussex County Welfare Board from date of most recent hire, will be given due consideration by the Welfare Board.

ARTICLE XXI - SENIORITY (cont.)

In considering employees for promotion, all other factors being equal, seniority will be the deciding factor subject to Civil Service rules and regulations. When vacation requests conflict, the senior employee shall be given preference of vacation.

ARTICLE XXII - TRAVEL

The Board agrees to continue, for the duration of this Agreement, its current practice of providing vehicles for official Welfare Department business. Where an employee is authorized to use his/her own vehicle, said employee shall be reimbursed for said use provided that a voucher in the prescribed form is submitted to the employee's supervisor. Employees who use their own cars, shall submit a "Certificate of Insurance", and be reimbursed at 18.5 cents per mile, the maximum rate approvable by the Division of Public Welfare.

If there is any increase in the state mileage rate this matter will be reopened for further negotiations within thirty (30) days of the effective date of such increase between the Board and the Union and subject to approval by the Division of Public Welfare.

Employees shall not be required to use their own vehicles.

ARTICLE XXIII - EDUCATIONAL LEAVE

1. Any employee with permanent status who has worked for the Sussex County Welfare Board for a period of one year or more and who is desirous of obtaining an undergraduate degree or a graduate degree in accordance with Ruling 11, may apply to the Board for full-time leave with stipend, or without pay, upon recommendation of supervisor, department head, and director.

ARTICLE XXIII - EDUCATIONAL LEAVE (cont.)

2. Not more than one employee from Sussex County Welfare Board shall receive stipend at any one given time and if the course is not completed, the expense of the course is the employee's responsibility.

3. To be considered, employees must notify the Board in writing by November 1st of the year preceding the desired entry into the course of study, and following acceptance in an accredited school must submit request for leave with or without stipend to the Board.

4. Time off not to exceed four (4) hours per week may be granted for an employee to attend job-related courses which can only be attended during working hours. Request for such time off shall be submitted in writing. The time may be granted, at the discretion of the Director, based on the merits of the individual case and efficient operation of the Agency.

ARTICLE XXIV - TUITION REIMBURSEMENT

1. Effective in 1985, the Board agrees to appropriate monies totaling six hundred dollars (\$600.00) annually (non-accumulative under State regulations) to provide a fifty percent (50%) tuition reimbursement to employees of the Board who intend to take a course which is clearly job-related.

When the \$600.00 appropriation is expended, there will be no further reimbursement.

ARTICLE XXIV - TUITION REIMBURSEMENT (cont.)

2. To be eligible for the program, said employee must be full-time and permanent.

The courses must be taken at an accredited institution approved by the Director.

The interested employee must submit a written request for approval and authorization prior to registration for course work on the proper form. The request must be presented to the employee's immediate supervisor for initial approval and the Director for final approval and authorization. The employee will be notified as to the approval or disapproval of his/her application within two (2) weeks.

3. Within four (4) weeks after completion of the course work, the employee shall submit to the Director, via his/her immediate supervisor, certification for successful completion of course work on the proper form. This certification for successful completion contains a statement to be completed by the accredited institution as evidence of successful completion of expenses. Payments will be made to the employee after approval by the Director and after the employee has completed and signed the proper voucher form.

4. The tuition reimbursement program will be administered by the Director and subject to any and all regulations as set by Ruling 11.

5. Maximum of three (3) credits per employee per calendar year.

ARTICLE XXV - HOLIDAYS

Holidays as referred to in this section, include legal holidays as fixed by statutes these being:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

and whenever any such day falls on a Sunday, it shall be celebrated on the following day; and whenever such holiday falls on a Saturday it shall be celebrated on the preceding Friday; additional holidays established from time to time by gubernatorial proclamations; additional days which may be established by appropriate authority by rule, proclamation, or order in a given locality as holidays for public employees in that locality.

If a holiday as indicated above occurs while an employee is on leave with pay (excluding educational leave), the day shall be recorded as a holiday instead of sick or vacation leave. Holidays do not accrue during any leave of absence. If an employee is absent without pay before and after a holiday, he/she shall not be paid for that particular holiday.

ARTICLE XXVI - JURY DUTY

The Board agrees to continue its current Jury Duty Policy of allowing time off with pay in addition to the jury salary.

ARTICLE XXVII - MISCELLANEOUS

A. JOB VACANCIES

Notice of job vacancies which the Board intends to fill will be posted for five (5) working days, except in exceptional circumstances.

B. NEWLY-HIRED EMPLOYEES

The Board agrees to give the Local Union President written notice of the name, title and salary of newly-hired employees in the bargaining unit.

ARTICLE XXVIII - TEMPORARY JOB ASSIGNMENT

When an employee works outside of his/her classification at the request of management for a period of fifteen (15) or more consecutive working days, the employee shall receive the rate of pay for that job classification or rate of pay for his/her own job classification whichever is a higher rate for said period of time. If the employee works at a higher job classification, said employee will be paid on the same basis as though said employee was provisionally promoted to said job title.

ARTICLE XXIX - DURATION OF AGREEMENT

A. This Agreement shall be effective from January 1, 1984 through December 31, 1986 and shall remain in full force and effect through December 31, 1986.

ARTICLE XXIX - DURATION OF AGREEMENT (cont.)

B. Negotiations for a successor contract shall commence on or about November 1, 1986 upon written notice by one party to the other at least sixty (60) days prior to the expiration date of this Agreement of a desire to change, modify or terminate the Agreement.

SUSSEX COUNTY WELFARE BOARD

By: *Francis J. Bircloff*
Chairman

George Hubert
Director of Welfare

COMMUNICATIONS WORKERS OF AMERICA
A.F.L. - C.I.O.

By: *Carol E. Day*
C.W.A. Representative

Mary E. Harrington
President, Local 1083

Reviewed and approved by the
Division of Public Welfare,
New Jersey Department of Human
Services:

By: _____
Director,
Division of Public Welfare



State of New Jersey

DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC WELFARE

Original file Rm211
Via SH
cc: Labor Counsel
cc: Union President
copy to be included with Agreement.
Address Reply to:
CN 716
Trenton, New Jersey 08625

AUDREY HARRIS
Director

March 23, 1984

RECEIVED

MAR 28 1984

Mrs. Sonya Hulbert, Director
Sussex County Welfare Board
18 Church Street
P.O. Box 218
Newton, N.J. 07860

SUSSEX COUNTY WELFARE BOARD

Dear Mrs. Hulbert:

This is to acknowledge receipt of the Agreement between the Sussex County Welfare Board and the Communications Workers of America, AFL-CIO for the period of January 1, 1984 through December 31, 1986.

Please be advised that our review of this Agreement reflects that there are no provisions in violation of any federal regulations. In addition, the salary program is not below the minimum compensation schedules which were established by this Division.

Sincerely,

Audrey Harris

Audrey Harris, Director
Division of Public Welfare

AH:NB:n

- cc: Mr. Larry J. Lockhart
- Mr. Frank Mason/Mr. Weston Merritt w/copy of Agreement
- Ms. Bernice Smith w/copy of Agreement
- Mr. Henry V. Nobrega w/ copy of Agreement

WAGE SCHEDULE

1. Effective January 1, 1984, all employees shall have their base salary adjusted step-to-step in accordance with "Revised Ruling 11/ Compensation Schedule 67, in effect January 1, 1984", representing approximately 4.9% increase over the schedule in effect for 1983. Titles and ranges are as follows:

<u>TITLES</u>	<u>RANGES</u>
Social Work Specialist	20
Income Maintenance Spec.	19
Social Worker	18
Investigator	18
Income Maintenance Worker	17
Income Maintenance Technician	13
Principal Clerk Stenographer	13
Social Service Technician	11
Senior Clerk Transcriber	9
Senior Data Entry Machine Operator	9
Senior Clerk Typist	8
Senior Account Clerk (typing)	8
Senior Telephone Operator/Receptionist	8
Telephone Operator/Receptionist	6
Clerk Stenographer	6
Clerk Transcriber	6
Data Entry Machine Operator	5
Clerk Typist	5
Account Clerk (typing)	5
Social Service Aide	5

2. a. Effective January 1, 1985, all employees shall have their base salary adjusted step-to-step in accordance with the appropriate Compensation Schedule in Ruling 11 in effect on January 1, 1985, that represents approximately a three percent (3%) increase over the Compensation Schedule indicated in the above paragraph #1 reflected in Ruling 11 in effect January 1, 1984.

WAGE SCHEDULE (CONT.)

b. Effective July 1, 1985, all employees shall have their base salary adjusted step-to-step in accordance with the appropriate Compensation Schedule in Ruling 11 in effect on July 1, 1985 that represents approximately a six percent (6%) increase over the Compensation Schedule indicated in the above paragraph #1 reflected in Ruling 11 in effect January 1, 1984.

3. a. Effective January 1, 1986, all employees shall have their base salary adjusted step-to-step in accordance with the appropriate Compensation Schedule in Ruling 11 in effect July 1, 1986 that represents approximately a three percent (3%) increase over the Compensation Schedule indicated in the above paragraph #2b. reflected in Ruling 11 in effect January 1, 1985.

b. Effective July 1, 1986, all employees shall have their base salary adjusted step-to-step in accordance with the appropriate Compensation Schedule in Ruling 11 in effect on July 1, 1986 that represents approximately a six percent (6%) increase over the Compensation Schedule indicated in the above paragraph #2b.

4. a. In 1984, 1985 and 1986, employees whose performance has been at least satisfactory and who have not reached the maximum of their range shall be entitled to an annual merit increment on their assigned quarterly anniversary date.

(Effective July 1, 1985, a ninth step shall be added for employees at maximum for eighteen (18) months or more by July 1, 1985, and thereafter.)

b. Newly-hired employees will be assigned a quarterly anniversary date on the following basis:

- (1) Employees hired in January, February and March will be assigned an anniversary date of April 1 of the following year.
- (2) Employees hired in April, May and June will be assigned an anniversary date of July 1 of the following year.
- (3) Employees hired in July, August and September will be assigned an anniversary date of October 1 of the following year.
- (4) Employees hired in October, November and December will be assigned an anniversary date of January 1 of the second year.

WAGE SCHEDULE (CONT.)

c. Any employee who is promoted or reclassified to another title with a higher salary range shall have his/her salary adjusted so that it provides an increase in pay of one increment of the present salary range plus the amount (if necessary) to adjust and equalize the employee's salary to the proper step of the new salary range. In those situations in which the employee's salary adjustment equals two or more increments in the old range, a new anniversary date shall be assigned as indicated in paragraph "b" above on the basis of the effective date of the salary increase in the same manner as indicated for newly-hired employees.

5. The Sussex County Welfare Board shall grant a one-time, cash payment in the amount of \$250.00 during the 1984 contract year, \$250.00 during the 1985 contract year, and \$250.00 during the 1986 contract year, to employees on the Sussex County Welfare Board payroll as of December 1, 1984, December 1, 1985 and December 1, 1986, provided that the following conditions are met:

a. Only employees being paid on the basis of Range 12 or below are eligible.

b. Such employees must have at least one year of continuous service as of the beginning of the applicable contract year.

c. Their performance rating for the year has been at least satisfactory.

Such payment shall be subject to all of the conditions set forth in Ruling 11, Part 1, Paragraph 5.

6. All full-time permanent employees of the Sussex County Welfare Board shall be eligible for longevity payments in an amount which shall be based upon the number of years of full-time, continuous service completed by the employee as of December 1st of any year in accordance with the following table:

<u>Years of Continuous Service Completed</u>	<u>Payment</u>
5 years through 9 years	\$ 200.00
10 years through 14 years	250.00
15 years through 19 years	350.00
20 years through 24 years	450.00
25 years or more	500.00

WAGE SCHEDULE (CONT.)

The longevity payment will be paid on the twenty-fifth (25th) payroll of the year to eligible employees who are on the payroll on that date, except that an eligible employee on an approved leave of absence, or an eligible employee who retires under the provisions of the Public Employees Retirement System during the year in which he or she would be eligible for the longevity payment shall receive a pro-rata payment, based upon the number of months actually worked in the calendar year.

Longevity payments shall not be subject to pension contributions, and shall be by a separate check.