

RESOLUTION OF THE BOARD OF FREEHOLDERS
COUNTY OF ESSEX

2-0155

07-00

12/13/18
F. Croce
N.J.S.A. 40:41A-38(n)

Authority for Resolution N.J.S.A. 40:41A-38(n)

Authority for Action N.J.S.A. 40:41A-36(i)

Resolution No. _____
Proposed by Board of Freeholders

Essex Co. Welfare Div # IBT # 723

Teamsters Local 723

Subject: X 7/1/79 - 6/30/81
(Supervisors)

Supervisory

WHEREAS, the County Executive has negotiated a collective bargaining agreement with the Public Employees Supervisors Union Affiliated with Local #723, International Brotherhood of Teamsters; the exclusive representative for the purpose of collective negotiations with respect to wages, hours, terms and conditions of employment for all supervisory employees of the County Division of Welfare including Income Maintenance Supervisor and Social Work Supervisor, Senior Rent and Housing Coordinator, Senior Investigator, Assistant Training Supervisor, Administrative Analyst, Supervising Home Economist, Medical Social Service Assistant, Supervisor of Property and Resources, Assistant Field Office Supervisor, Senior Accountant, Training Supervisor, Supervisor Tabulating Machine Operator, Supervising Clerk, Supervising Telephone Operator, Assistant Chief Investigator but excluding all other professionals, sub-professionals, clerical, managerial executives and confidential agents; and

WHEREAS, this Agreement has been presented to the Board of Freeholders for its approval; and

WHEREAS, the Board of Freeholders is empowered by N.J.S.A. 40:41A-38(n) to approve by resolution contracts presented by the

Essex County Welfare Board
and Local 723, IBT
(Supervisors)
X July 1, 1979 - June 30, 1981

County Executive; now, therefore, be it

RESOLVED, by the Board of Freeholders of the County of Essex as follows:

1. That the Agreement with the Public Employees Supervisors Union Affiliated with Local #723, International Brotherhood of Teamsters, a copy of which is annexed hereto be and hereby is approved in accordance with the provisions of law.
2. This Agreement shall be effective as of July 1, 1979 through June 30, 1981.

A G R E E M E N T

Between:

ESSEX COUNTY (NEW JERSEY) WELFARE DIVISION

-and-

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL NO. 723

JULY 1, 1979 - JUNE 30, 1981

PREAMBLE

This Agreement, dated and effective the day of _____, 1979, is entered into by and between the County of Essex, Welfare Division, Hall of Records, 469 High Street, Newark, New Jersey (hereinafter referred to as the "County") and the Public Employees Supervisors Union Affiliated with Local #723 International Brotherhood of Teamsters (hereinafter referred to as the "Union").

ARTICLE I. RECOGNITION

The County hereby recognizes the Union as the exclusive majority representative for all supervisory employees of the County Welfare Division of Welfare including Income Maintenance Supervisor and Social Work Supervisor, Senior Rent and Housing Coordinator, Senior Investigator, Assistant Training Supervisor, Administrative Analyst, Supervising Home Economist, Medical Social Service Assistant, Supervisor of Property and Resources, Assistant Field Office Supervisor, Senior Accountant, Training Supervisor, Supervisor Tabulating Machine Operator, Supervising Clerk, Supervising Telephone Operator, Assistant Chief Investigator but excluding all other professionals, sub-professionals, clerical, managerial executives and confidential agents.

ARTICLE II. RULING NO. 11

All rights, privileges, prerogatives, duties and obligations of the parties contained in Ruling No. 11 of the Division of Public Welfare should be continued during the life of this Agreement except and only to the extent that they are specifically modified by the Agreement.

ARTICLE III. DUES CHECK OFF

The County, upon receipt of a duly executed authorization assignment form acceptable to the County, agrees to deduct one half each of the established monthly dues of the Union from the first and second pay checks of each month of all employees covered by this Agreement who have executed said form. It is further agreed that the County shall remit such deductions to the Union prior to the tenth (10th) day of the month following the month for which such deductions are made. Dues shall be TEN (\$10.00) DOLLARS per month, or such other amount as may be certified to the County by the Union at least thirty (30) days prior to the date on which the deduction of Union dues is to be made.

The aforementioned deductions shall be made and Union

membership for such employees maintained in accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated.

ARTICLE IV. 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.

B. DEFINITIONS

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 "contract grievance"; or

2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Welfare Division, which shall be processed up to and including the County Administrator or his designee, and shall hereinafter be referred to as a "non-contractual grievance."

C. PRESENTATION OF A GRIEVANCE

The County 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 County at the appropriate step.

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 shall institute action in writing, signed and delivered to his (or her) immediate supervisor within fifteen (15) working days after he/she would reasonably be expected to know of its occurrence. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance. The grievant may be represented by an employee who is the Shop Steward. The grievant or the Supervisor may request a meeting to discuss the grievance.

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 the grievance has not been resolved at Step 1, the Union and only the Union, may file the written grievance on an approved form with the Director of the Division within ten (10) working days of the grievant's receipt of the response or expiration of the time to respond at Step 1.

b. The Director of the Division or his designee shall respond in writing to the grievance within ten (10) working days of receipt of the grievance at this Step.

c. The Local Union President, his designee or the Director of the Division, or his designee, may request a meeting to discuss the grievance at this step. The grievant may be present at this meeting.

STEP 3

a. In the event the grievance has not been satisfactorily resolved at Step 2, the Union and only the Union may file the written grievance on an approved form with the County Administrator within ten (10) working days of the Union's receipt of the response or expiration of the time to respond at Step 2.

b. The County Administrator or his designee shall respond in writing to the grievance within ten (10) working days of the

receipt of the grievance at this Step.

c. The International Representative, his designee, or the County Administrator, his designee, may request a meeting to discuss the grievance at this Step. The grievant and/or Local Union President or his designee may be present at this meeting.

STEP 4

a. In the event the grievance has not been satisfactorily resolved at Step 3, the Union and only the Union may submit the matter to arbitration on the following conditions:

1. the request for arbitration shall be filed only by the International Representative of the Union.
2. the request for arbitration must be filed in writing with the appropriate agency no later than forty-five (45) calendar days after receipt of the response or expiration of the time to respond at Step 3, and
3. the grievance is a contract grievance as defined in B.1 of this Article, and
4. the grievance does not involve matters of appointment, promotion, or assignment (except as it relates to the merit pay program), and
5. the grievance is not a matter within the

exclusive jurisdiction of the Department of Civil Service.

b. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before Civil Service. 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.

c. Where the grievance arises from facts which would permit the individual grievant to appeal to the Department of Civil Service, this procedure shall be optional. If any appeal is filed with the Department of Civil Service, the processing of the grievance shall cease and the grievance withdrawn and, if necessary, the matter withdrawn from arbitration.

No arbitration hearing shall be scheduled until such time as the time limits for appeal to the Department of Civil Service have expired, usually no later than twenty (20) days from the date of the action complained of.

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. Permanent arbitrators may be selected by agreement between the parties within thirty (30) working days following the execution of this Agreement.

e. If the parties do not desire a permanent arbitrator, they may have the option of selecting an arbitrator on a case-by-case basis as follows:

1. by selection from a list of arbitrators who are members of the Institute of Management and Labor Relations of Rutgers University, in accordance with the selection procedures of the Institute, or;

2. by selection from the panel of arbitrators maintained by the Public Employment Relations Commission, in accordance with the selection procedures of the Public Employment Relations Commission, or;

3. by selection from the panel of arbitrators maintained by the American Arbitration Association, in accordance with the selection procedures of the American Arbitration Association.

f. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to attempt 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.

g. The decision and award of the arbitrator shall be in writing and shall be final and binding to the extent permitted by and in accordance with applicable law and this Agreement.

Any arbitration 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 arbitrator's decision or award as being in contravention of Ruling 11, this shall not be constructed as preventing the union from thereafter moving in an appropriate forum for the enforcement of the arbitrator's decision or award.

h. 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 Welfare Division's authority.

The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.

i. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement, and shall confine his/her decision solely to the interpretation and application of this Agreement. He/she shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority

to determine any other issues not so submitted, nor shall he/she submit observations or declarations of opinions which are not essential in reaching the determination.

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

k. The hearings shall be conducted in accordance with rules of the New Jersey State Board of Mediation.

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

m. Settlements of grievances at any Step shall not be deemed to be precedential in any subsequent grievance or arbitration unless specifically stipulated by the parties.

n. The filing of a grievance shall not stay any disciplinary action.

o. The local Union may initiate grievances of Department-wide implication directly at Step 2 within the requirements of this Article.

p. The parties may mutually agree in writing to extend any time limit at any step of this procedure.

ARTICLE V. HOURS OF WORK

The standard work week shall consist of 35 hours per week. The working day shall be between the hours of 8:30 to 4 with one-half (1/2) hour for lunch.

ARTICLE VI. HOLIDAYS

A. The legal holidays, as specified under Ruling 11 of the Department of Human Services, Division of Public Welfare and fixed by New Jersey Statutes are as follows:

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

B. In the event any of the above statutory holidays fall on a Sunday, it shall be celebrated on the immediately following Monday. If it falls on a Saturday, it shall be celebrated on the preceding Friday.

C. Whenever the work schedule is such that an employee is required to work on a holiday, the employee will be granted a substitute day off as soon thereafter as is convenient.

D. In addition to the aforementioned holidays, the County

will grant a holiday when the Governor, in his role as Chief Executive of the State of New Jersey, declares a holiday by Proclamation or when the County Executive of Essex County declares a holiday for all County employees.

ARTICLE VII. VACATIONS

A. Employees shall be granted vacation leave at a time selected by the employee and subject to the approval of the Essex County Division of Welfare based upon the manpower needs of the Division.

B. (1) Full-time employees may be granted vacation leave as follows: One (1) working day for each month of service or major fraction thereof during the remainder of the calendar year following date of appointment.

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.

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

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

Service includes all temporary and/or provisional continuous service immediately prior to permanent appointment with the County Welfare Division or other county office of the same county provided there is no break in service of more than one week. Any increase in vacation days based on years of continuous county service will be credited at the beginning of the calendar year in which the employee attains it with the anticipation that his/her employment will be continuous throughout the calendar year.

- (2) Part-time employees will earn vacation leave on a prorated basis in accordance with the provisions of Section B(1) above.
- (3) Seasonal employees may be granted vacation leave on the basis stated in Regulation No. 5(b) (1) of Ruling 11.
- (4) Employees resigning or retiring shall be granted vacation leave prorated on the basis of current annual allowance divided by 12, multiplied by the months of service completed within the particular

year.

- (5) Accumulation of vacation - 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 may be carried over to the next succeeding calendar year only.
- (6) Vacation for veterans - A returning veteran shall be entitled to full vacation time for the year of return and for the year preceding, provided the latter can be taken during the year of return.
- (7) 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 the limits set forth in (5) above, based on the last approved compensation rate for the deceased employee.

ARTICLE VIII. LEAVE OF ABSENCE WITH OR WITHOUT PAY

A. Leaves of absence without pay may be granted at the discretion of the Essex County Welfare Division to permanent employees for any reason, other than leaves to accept employment.

outside the Essex County Welfare Division, for a period not to exceed six (6) months at any one time, subject to approval by the State Division of Welfare and the Department of Civil Service. Such leaves of absence may be renewed by the County Welfare Division, with similar approval, for an additional period not to exceed six (6) months. Nor further renewal may be granted except upon similar approval for those reasons as established by the Civil Service Commission regulations.

B. Employees granted leave of absence without pay shall have annual sick leave and vacation leave credits each reduced at the same rate as earned.

C. Provisional employees may be granted authorized leave of absence without pay for a maximum period of sixty (60) days for reasons deemed appropriate by the County Welfare Division, and such leave may not be consecutively renewed or extended.

D. In all cases, a letter of request from the employee, setting forth the reason why leave is desired and the dates for the commencing and terminating of the leave, shall be submitted to the County Welfare Division. No leave of absence shall become effective without prior approval of the County Welfare Division.

ARTICLE IX. SICK LEAVE

A. Employees shall be granted sick leave as follows:

1. Definition

Sick leave means the absence of an employee from duty because of illness, injury, maternity leave (during the period of actual incapacitation as shown by a physician's certificate but not in excess of one month following the date of confinement), 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 and in other situations as provided for under revised Ruling 11 and Civil Service Regulations.

2. 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 year of employment, and fifteen (15) days annually thereafter. Employees may be credited with fifteen (15) working days sick leave at the beginning of the

calendar year and may be permitted to use sick leave for the reasons defined above and in accordance with established County policy. Employees resigning or terminating their services with the County 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.

3. Sick leave for absences of long duration (in excess of one (1) month) must be requested by the employee in writing to his 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 the sick leave.
4. In all cases of illness, whether of short or long term, the employee is required to notify his supervisor of the reason for absence at 9:00 A.M., or as soon as possible thereafter, on the first day of absence from the office. If the duration of the absence exceeds two (2) days, it will be necessary t

report on every third day. Failure to report absences on the part of any employee may be cause for disciplinary action. A physician's certificate may be required whenever an employee is on sick leave for five (5) consecutive working days or more and in other situations as provided for under revised Ruling 11 and Civil Service regulations.

5. All sick leaves are subject to Employer approval and where appropriate to approval by the Division of Public Welfare and the Department of Civil Service.

ARTICLE X. MATERNITY LEAVE

A. Employees may request in writing through their Supervisor maternity leave for pregnancy and confinement. Such requests for maternity leave must be accompanied by a written and signed physician's statement.

B. All maternity leaves are subject to approval by the County Division. Such leave, if granted, must be renewed every three (3) months, and supported by a written request and physician's certificate up to a maximum of one (1) year. Regarding provisional employees, see Article VIII-C.

C. Employees are entitled to maternity leave in keeping with

the provisions of Revised Ruling 11, Part II, Time and Leave Regulations, Section 5A.

ARTICLE XI. EDUCATIONAL LEAVE AND SCHOLARSHIPS

Educational leave assistance shall be in conformance with stipulations set forth in revised Ruling 11.

A. A minimum of nine (9) Masters of Social Work and Masters of Public Administration Scholarships as authorized and provided under Ruling 11 shall be available to qualified supervisory personnel.

B. Two or more professional employees per field office or maximum of sixteen (16), who wish to pursue further education during non-working hours in the field of Social Work shall be afforded the opportunity to do so, with compensation for tuition and fees, subject to the following conditions:

1. The employee must have a minimum of one (1) year of service with the County.
2. The employee may be reimbursed up to six (6) credit hours per year.
3. Such reimbursement shall be after the successful completion of the course or courses by the employee.

4. The educational program or courses to be pursued shall have been included in a general authorization or shall have been specifically approved upon individual request by the County and by the Division of Public Welfare.

a. Where the employee elects to pursue courses for which a general authorization has been issued by the Division, he shall request approval of the Employer at least fifteen (15) days prior to the date of registration.

b. Where the employee wishes to pursue courses not included in any general authorization issued by the Division, a request for approval must be submitted to the Employer at least thirty (30) days prior to registration.

ARTICLE XII. TERMINAL LEAVE

The terminal leave policy shall be the same as that for other Essex County employees provided it is in keeping with Ruling 11.

ARTICLE XXIII. TRANSFER OF PERSONNEL

A. The administrative decision is to be based upon the need:

of the County Welfare Division. Insofar as possible and practiceable personnel will be transferred on a seniority basis.

B. In the event a function of the County Welfare Division becomes obsolete or redundant, a reasonable effort will be made insofar as possible to absorb such personnel.

C. Employees returning from maternity or sick leave shall resume employment subject to Civil Service regulations at the same title and salary as when the leave commenced and shall be in accordance with the needs of the County Welfare Division with consideration given to the employee's preference if possible. Personnel on educational leave shall, however, be entitled to the yearly increment.

ARTICLE XIV. MILITARY LEAVE

The present policy in accordance with statutory obligations with respect to military leave shall be continued during the life of the Agreement, in accordance with Revised Ruling 11, (dated July 1978) Part II 5c (2), Page 4 and Page 6, Part II 5F (1).

ARTICLE XV. WORK PROCESSES AND WORK PROCEDURES

Insofar as funds and personnel are available, one itinerant Supervisor shall be appointed to each Field Office. The hiring of

such Supervisor shall be solely within the discretion of the County.

ARTICLE XVI. WORKING FACILITIES

A. The County agrees to provide clean, safe, sanitary and properly ventilated place to work.

B. Where space permits, the County may permit the operation of a vending machine by concessionaire designated by the County to make available lunch, coffee and other refreshments on the premises, subject to local ordinances, State law, and, to rules and regulations governing such use of such machines.

C. Where space permits in existing facilities, lunchroom areas may be made available at each Field Office. Provisions shall be made for such lunchroom areas in future office locations.

D. There shall be at the request of the County an annual survey of all county offices to determine the need, if any, for decoration and repairs.

E. The County should endeavor to have done whatever is feasible and reasonable to improve restroom facilities at any Field Office which is below the standard of other Field Office facilities. Future Field Office sites may be equipped with adequate and separate restroom facilities for staff and client.

F. The County shall furnish and maintain adequate first aid

supplies at each office location.

G. The County agrees to make reasonable efforts to require that parking facilities are properly maintained by the Landlords at each Field Office location and to require landlords to provide adequate restroom supplies.

H. All County field offices shall be subject to bi-annual, joint inspections by one representative of the union and one representative of the County. Such inspections shall be conducted on notice to the personnel officer.

ARTICLE XVII. TRAINING PROGRAM

A. A three (3) day program shall be provided for supervisory personnel within the first month of appointment to a supervisory position.

B. The training committee shall continue under this contract and shall meet with management from time to time to discuss matters of interest to the parties and to make recommendations for consideration by the County Welfare Division.

ARTICLE XVIII. HEALTH INSURANCE COVERAGE

A. The County agrees to pay for the full cost and provide

coverage through the New Jersey Public School Employees' Health Benefit Act for eligible employees and their immediate families (refers to those in accordance with definition of carrier) for Hospital and Medical Insurance and Major Medical Insurance in accordance with the County plan presently in effect, i.e. Series 750.

B. Coverage for permanent employees and temporary employees will be provided from the first (1st) day of the month following two (2) consecutive months of employment.

C. In addition, the County agrees to provide a prescription drug plan to eligible employees in accordance with the County plan presently in effect.

D. Eligibility for coverage of employees will be in keeping with the provisions of the County Prescription Plan.

E. It is agreed that the Employer will reopen negotiations concerning the provision of a dental plan and/or prescription eye-glass plan, if, during the term of this Agreement, the County of Essex provides either or both of said plans to all County employees. Said provision is subject to the availability of funds and the further approval of the Division of Public Welfare.

ARTICLE XIX. LIFE INSURANCE COVERAGE

A. The present life insurance and group policy coverage

provided by the Agency in the amount of Four Thousand (\$4,000) Dollars will continue in effect during the life of this Agreement for those individuals who were employed as of March 26, 1970.

B. Upon the request of the Union, the County agrees to discuss jointly with any insurance carrier of the Union's choosing provision for any life insurance coverage with such increased coverage to be paid by the individual employee and based, if possible, upon the group insurance rate, provided the Union is responsible for all administration of such group policy except payroll deductions of appropriate premiums.

ARTICLE XX. LEAVE FOR UNION BUSINESS

A. The County agrees to grant upon request of employees covered under this Agreement time off with pay for the purpose of attending the Union Conventions, Conference and activities provided that:

1. The total time off does not exceed in the aggregate twenty (20) work days in any one year.
2. Written notice requesting the amount of time off is received at least five (5) working days in advance of the granting of each period of time off with the exception of attendance at public meetings of the Essex County Welfare Agency.

B. A portion or all of the aggregate of twenty (20) work days noted in paragraph A above may be utilized for the purpose of having one Supervisor attend each public meeting of the Essex County Board of Chosen Freeholders. Notice of attendance at such meeting must be received by the Field Office Supervisor in advance of each such period of time off. All such recommendations for leave will be subject to final approval by the Director of Welfare.

ARTICLE XXI. FULLY-BARGAINED PROVISIONS

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not with the knowledge or contemplation of either or both parties at the time they negotiated or signed that Agreement, except as provided by Article XXIV.

ARTICLE XXII. SEPARABILITY AND SAVINGS

If any provisions of this Agreement should be held invalid

by operational 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 provisions 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 XXIII. MANAGEMENT RIGHTS

It is the intention hereof that all of the powers, rights, prerogatives, duties, responsibilities and authority that the County had prior to the signing of this Agreement are retained by the County except those and only to the extent that they are specifically modified by this Agreement and 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.

ARTICLE XXIV. DURATION OF AGREEMENT

A. This Agreement shall be effective from July 1, 1979 and shall remain in full force and effect through June 30, 1981.

B. Negotiations on a successor contract shall commence on or about April 1, 1981 upon written notice by one party to the other.

ARTICLE XXV. OVERTIME

A. Any employee who works over 37-1/2 hours per week to 40 hours per week may elect to receive payment at straight time, or compensatory time off within a two week period. Any employee who works in excess of 40 hours in any week will be paid time and a half, only for those hours in excess of 40 hours.

B. Such time must receive prior approval from the Welfare Division Director's Office through Personnel in keeping with Ruling 11 and the policy outlined in the revised Essex County Welfare Board Personnel handbook dated June, 1977.

ARTICLE XXVI. WORK DISTRIBUTION AND PRACTICES

A.. A work distribution and practices committee consisting of two (2) members appointed by the County Welfare Division and three (3) members appointed by the Union shall be organized as soon after the signing of the Agreement as may be practicable. Such committee shall serve in an advisory capacity to the Director of the County Welfare Division, and shall have the opportunity and be charged with the responsibility of making recommendations which will be given serious consideration.

ARTICLE XXVII. SALARIES AND COMPENSATION

A. SALARIES

1. Effective July 1, 1979, the actual salary,

exclusive of longevity and differential, of each employee in the bargaining unit shall be increased by five percent (5.0%) according to Ruling 11, Schedule G.

2. Effective July 1, 1980, the actual salary, exclusive of longevity and differential, of each employee in the bargaining unit shall be increased by five percent (5.0%) according to the appropriate Ruling 11 schedule.

3. The increments provided by the Agreement for the remainder of 1979 shall remain in effect in accordance with the terms of that Agreement.

B. DIFFERENTIALS

See page 29a.

C. OTHER SALARY ADJUSTMENTS

1. When duly authorized and assigned through the Personnel Unit with prior approval from the Office of the Director, an employee performing out-of-title work, that is, a temporary assumption of responsibility of the job title immediately above his own for a period in excess of two (2) consecutive weeks shall be paid at the salary rate commensurate with the title commencing on the first day after the completion of two (2) consecutive weeks.

B. DIFFERENTIALS

1. Effective July 1, 1979 employees shall receive a salary differential of five per cent (5%) based exclusively on the minimum step of the applicable salary range in the revised Ruling 11 in effect on July 1, 1979. Such salary differential shall terminate on June 30, 1980;

2. Effective July 1, 1980 employees shall receive a salary differential of five per cent (5%) based exclusively on the minimum step of the applicable salary range in the revised Ruling 11 in effect on July 1, 1980. Such salary differential shall terminate on June 30, 1981;

3. Should an employee be earning more than the maximum step in excess of five per cent (5%) based exclusively on the minimum step of the applicable range in the revised Ruling 11 in effect, such employee shall not be entitled to any increase in pay. For record purposes, employees in this category will be red circled.

D. LONGEVITY

1. The longevity increment program will be continued for all employees hired prior to January 1, 1977. Employees hired on and after January 1, 1977 are ineligible for this benefit.

2. The dollar amounts of longevity payments in effect on June 30, 1979 shall remain in effect for the life of this Agreement.

E. CHANGE IN CLASSIFICATION

a. All employees promoted shall have their salaries adjusted as follows:

1. Ascertain the employee's current rate of pay - excluding differential and longevity.
2. Add to the current rate of pay five percent (5.0%) of the present salary range.
3. Adjust and qualize the employee's salary rate onto the proper step of the new salary range in accordance with the appropriate Ruling 11 guide.
4. In addition, the employee shall receive a 5.0% differential in effect on June 30, 1979 based upon the minimum step of the new range and longevity benefits for those employees entitled to this benefit.

In those instances in which the amount of promotional

increase (excluding differential and accrued longevity) equals or exceeds ten percent (10.0%) of the minimum of the old range, a new anniversary date shall be assigned on the basis of the promotional date and in keeping with the calendar quarter as outlined in Article XXVIII, Section D.

b. All employees demoted shall have their salaries adjusted in accordance with Ruling 11, Part I, Section 11.

ARTICLE XXVIII. 1979 INCREMENTS, ANNIVERSARY DATES,
PROMOTION ADJUSTMENTS

A. During the remainder of calendar year 1979, annual merit increments as earned will be granted to eligible members, who are not at the maximum step of the range, on their current quarterly anniversary date of January 1, 1979, April 1, 1979, July 1, 1979 or October 1, 1979. Employees entitled to an increment during any of the foregoing four (4) monthly periods shall receive said increments, provided they have satisfactorily completed at least one (1)

year of continuous service as of the first (1st) day of that given month.

B. Newly promoted employees shall be entitled to an annual merit increment during 1979 on the same basis.

C. Employees shall be assigned an anniversary date as follows:

1. Employees hired in January, February, and March shall receive an anniversary date of April 1st.

2. Employees hired in April, May, and June shall receive an anniversary date of July 1st.

3. Employees hired in July, August, and September shall receive an anniversary date of October 1st.

4. Employees hired in October, November, and December shall receive an anniversary date of January 1st of the year following the date of hire.

D. Any employee who receives a promotion or re-classification during the term of this Agreement, in which the salary adjustment equals ten (10.0%) percent or more of the minimum of the old range will receive a new quarterly anniversary date. For purposes of this provision only, the new quarterly anniversary date will be on the basis of the effective date of the promotion in the same manner as indicated above for newly hired employees. Any

employee who is demoted shall have his/her salary adjusted in accordance with Ruling 11, Part 1, Section 11.

ARTICLE XXIX. DISCIPLINE

1. In the event that discipline of an employee involves the following contemplated or implemented penalties;

- a. Suspension of one (1) day or more;
- b. Suspension or fines more than three (3) times or for an aggregate of more than fifteen (15) days in one calendar year;
- c. Demotion;
- d. Discharge;

then

- (1) The employee may request or petition the Civil Service Commission for a hearing which request must be received by the Civil Service Commission within twenty (20) days from the date of receipt by the employee of the final notice of disciplinary action. The Civil Service Law and the Rules and Regulations promulgated thereunder shall govern the disposition of such a request for petition. In the event the employee involved elects the Civil Service procedure as provided above, such election will be deemed final and binding and constitute an absolute waiver of the option to appeal as provided in the disciplinary arbitration process.
- (2) The Union may elect to appeal the matter to disciplinary arbitration provided that such an appeal

is joined by the employee in writing. The employee shall not be denied the right to appropriate representation. The election of this procedure will be deemed final and binding and constitute an absolute waiver of the employee's option to appeal under the Civil Service procedure as provided above.

2. All such waivers or elections will be made in writing by the employee involved on a form to be provided for such purpose.

3. An appeal to disciplinary arbitration may be brought only by the Union, through its International Representative, by mailing a written request for disciplinary arbitration by certified or registered mail to the County Director of Welfare, which must be postmarked within forty-five (45) calendar days from the date of receipt by the employee of the final notice of disciplinary action. A request for disciplinary arbitration shall contain the name of the employee involved, a copy of the original appeal, the notice of discipline and any written decision rendered concerning the matter.

4. The selection of the Arbitrator shall be determined on the same basis as indicated in the grievance procedure.

5. Arbitrators in disciplinary matters shall confine themselves to determinations of guilt or innocence and the appropriateness of penalties and shall neither add to, subtract from, nor modify any of the provisions of this Contract by any award. The arbitrator's decision with respect to guilt, innocence or penalty shall be final and binding upon the parties. In the event the arbitrator finds the employee guilty, he may approve the penalty imposed or adjust such penalty as appropriate to the circumstances in accordance with this Contract; however, removal from service shall not be substituted for lesser penalty. In the event the arbitrator finds the employee innocent or modifies a penalty he may order reinstatement with

back pay for any or part of an imposed suspension or reduction in grade or period that the employee was dismissed from service. Should the arbitrator's award provide reinstatement with back pay, the employee may be paid for the hours he would have worked in his normally scheduled work week, at his normal rate of pay, but not exceeding thirty-five (35) hours per week or seven (7) hours per day, less any deductions required by law, or other offsetting income for the back pay period specified by the arbitrator. The arbitrator's decision shall contain a short statement of the nature of the proceedings, the positions of the parties and specific findings and conclusions on the facts. In addition, the arbitrator's decision shall discuss any of the testimony, evidence or positions of the parties which merit special analysis.

6. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

7. An employee shall not be disciplined for acts which occurred more than one year prior to the service of the notice of discipline except for those acts which would constitute a crime. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed.

8. Nothing in this Article shall be construed to limit the right of the county to implement any disciplinary action notwithstanding the pendency of any appeal proceedings.

ARTICLE XXX. REVIEW BY THE DEPARTMENT OF HUMAN SERVICES

This entire Agreement is subject to review and written approval as to form and content by the Department of Human Services, State of New Jersey.