

2-0042

Essex Co. CWA #1081

RESOLUTION OF THE BOARD OF FREEHOLDERS
COUNTY OF ESSEX

0700

00383

1/1/78-6/30/81

[Handwritten signature]

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

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

Proposed by Board of Freeholders

Employees' Contract - Communication Workers of America AFL-CIO Local 1081 -

Subject: Representative for All employees in the classification of social worker, income maintenance specialist, income maintenance technician, investigator county welfare agency, rent and housing coordinator, welfare social service aide and home economist - Agreement.

[Handwritten notes: J... W...]

WHEREAS, the County Executive has negotiated a collective bargaining agreement with the Communication Workers of America, AFL-CIO Local 1081, the exclusive representative for the purpose of collective negotiations with respect to wages, hours, terms and conditions of employment for employees in the classification of Social Worker, Income Maintenance Specialist, Income Maintenance Technician, Investigator, County Welfare Agency, Rent and Housing Coordinator, Welfare, Social Service Aide and Home Economist; 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 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 Communication Workers of America, AFL-CIO Local 1081, a copy of which is attached hereto, is hereby approved in accordance with the provisions of law.
2. This contract shall be effective as of January 1, 1978 through June 30, 1981.
3. This contract shall be financed from the 1979 Operating Budget, Section F, Health and Welfare, Division of Welfare.

Approved as to form and legality by: *Neil Marchant*

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THE OFFICE OF THE CLERK TO THE BOARD OF RECORDS OF THE COUNTY OF ESSEX, NEW JERSEY.

(X = Vote N.V. = Abstention ABS = Absent)

DATE: November 3, 1979
Michele V. Angelo
MICHELE V. ANGIOLO, DEPUTY CLERK

Moved by Freeholder *GRECO*
Seconded by Freeholder *TINDALL*

Freeholder	Yes	No	N.V.	ABS	Freeholder	Yes	No	N.V.	ABS
Cielli	X				Scaturro			X	
Davis	X				Tindall	X			
Greco, Vice President	X				Turner	X			
Lane	X								
Piro	X				Beatty, President	X			

It is hereby certified that the foregoing resolution was adopted () defeated () tabled by roll call vote at a REGULAR meeting of the Board of Chosen Freeholders of the County of Essex, New Jersey, held on NOV 9 1979.

If Publication Required () Yes No
to be Published

[Handwritten signature]

AGREEMENT

BETWEEN:

THE COUNTY OF ESSEX, NEW JERSEY

- and -

COMMUNICATION WORKERS OF AMERICA, AFL-CIO
LOCAL #1081

January 1, 1978 through June 30, 1981

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PREAMBLE

This Amendment is entered into by and between the County of Essex, Welfare Division, Hall of Records, 465 High Street, Newark, New Jersey (hereinafter referred to as the "County") and the Communication Workers of America, AFL-CIO, 14 Commerce Drive, Cranford, New Jersey (hereinafter referred to as the "Union"), and shall act as an amendment to the 1978-1979 Collective Bargaining Agreement between the above-mentioned parties, and said Amendment shall take effect January 1, 1979 and extend through June 30, 1981, and said Amendment shall also extend the 1978-1979 aforementioned Agreement through June 30, 1981.

ARTICLE I

RECOGNITION

By Agreement between the County and the Union, the County recognizes the Union as the exclusive collective negotiations representative of employees in the classification of Social Worker, Income Maintenance Specialist, Income Maintenance Technician, Investigator, County Welfare Agency, Rent and Housing Coordinator, Welfare, Social Service Aide and Home Economist.

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 in its present or amended form, shall 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

In accordance with Title 52:14-15.9 (e) of the New Jersey Statutes Annotated, the County, upon receipt of a duly executed authorization-assignment form acceptable to the County, agrees to deduct one-half each the established monthly dues of the Union from the first and second pay check 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 deduction is made. Effective September 1, 1979, dues shall be 1.154% of the monthly salary of the individual, 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.

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".

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 of the occurrence complained of, or 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 grievance 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 construed 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, provide

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 the 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 the procedure.

ARTICLE V

HOURS OF WORK

The standard work week shall consist of thirty-five (35) hours per week.

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
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day

Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving
Christmas

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

C. The vacation entitlement for all employees hired prior to July 1, 1974 with more than two (2) calendar years but less than six (6) years continuous service with the County Welfare Division shall be entitled to fifteen (15) vacation days a year.

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. No 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

actual incapacitation as shown by a physician's certificate but not in excess of one month following 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 leaving 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 calendar 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 Welfare Division 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/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 the sick leave.

4. In all cases of illness, whether of short or long term, the employee is required to notify his/her 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 absence exceeds two (2) days, it will be necessary to report on every third day. Failure to report absences on the part of any employee may be cause for disciplinary action.

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 statement.

B. All maternity leaves are subject to approval by the County Welfare 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

HEALTH INSURANCE COVERAGE

The County agrees to pay for the full cost and provide coverage through the New Jersey Public and School Employees Health Benefits Act for eligible employees and their immediate families (refer to those in accordance with definition of carrier) for Hospital and Medical Insurance and Major Medical Insurance in accordance with the County Plan effective May 1, 1972, as follows:

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

The County shall provide all eligible employees and their immediate families (as referred to in accordance with definition of carrier) with a one dollar (\$1.00) prescription, contributory prescription drug plan, similar in substance to such plan as it has been adopted by Essex County. Permanent

and provisional employees shall be eligible to obtain such coverage from the first (1st) day of the month following two (2) consecutive months of employment.

ARTICLE XII

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 Union Conventions and Conferences, provided that:

1. The total time off does not exceed the aggregate twenty (20) work days in any one year.

2. Written notice specifying 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 Division.

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 union representative attend each public meeting of the Essex County Board of Chosen Freeholders. Notice of attendance at such meetings must be received by the Field Office Supervisor of the union representative in advance of each such period of time off.

C. No leave shall become effective without prior approval by the County Welfare Division.

D. The Union has designated the Local Union President as the person from whom the requests for Union leave will originate.

E. The Union will provide the County Welfare Division with a list of names and titles of those Union Officers, executives, Board Members and Stewards entitled to a leave for Union business. Requests for leaves shall be made at least one week in advance with a carbon copy of said request to be delivered to the appropriate Field Office Supervisor. Approval for Union activities shall be requested through the Personnel Office of the Essex County Welfare Division and shall not be unreasonably withheld.

ARTICLE XIII

NEW JERSEY STATE WELFARE CONFERENCE

The present County policy with respect to time off for attendance at New Jersey State Welfare Conference shall continue during the life of this agreement. Reimbursement, if any, for approved expenses, shall be dependent on availability of funds and shall be determined by the County Welfare Division

ARTICLE XIV

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 adjusted from the current salary step under Ruling 11 in effect July 1, 1978 to the corresponding step under the revised Ruling 11 Compensation Schedule G in effect July 1, 1979. (This Schedule G represents approximately a 5% increase over the compensation schedule reflected in Ruling 11 in effect July 1, 1978.)

2. Effective July 1, 1980, the actual salary, exclusive of longevity and differential, of each employee in the bargaining unit shall be adjusted from the current salary step under Ruling 11 in effect July 1, 1979 to the corresponding step in accordance with the appropriate Compensation Schedule in the revised Ruling 11 in effect July 1, 1980 provided that the increase is 5% of the Ruling 11 Compensation Schedule G referred to in Paragraph 1 above.

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

1. Article XIV A Part 4 of the current Agreement is amended

follows: Effective January 1, 1979, all employees covered under Article XIV A Part 3 shall receive a salary differential of 4% in lieu of 3% based exclusively on the minimum step of their applicable salary range in the revised Ruling 11 in effect July 1, 1978. Such salary differential shall terminate on June 30, 1979 in lieu of December 31, 1979.

2. The differential referred to in paragraph 1 above shall remain at the dollar amount in effect on June 30, 1979 for the life of the Agreement. Therefore, employees in titles in range 18 shall receive a salary differential of 4% of \$11,933.46 which equals an annual dollar amount of \$477.34 and employees in titles in range 20 shall receive a salary differential of 4% of \$13,156.13 which equals an annual dollar amount of \$526.25. As previously indicated in paragraph 1 above, this differential shall terminate on June 30, 1979 because on July 1, 1979 these employees shall be under the revised Ruling 11, Compensation Schedule G in effect July 1, 1979. In order to retain the annual dollar amount effective July 1, 1979, these employees shall receive a salary differential of 3.81% based exclusively on the minimum step of the applicable salary range in revised Ruling 11, Compensation Schedule G in effect July 1, 1979 and such salary differential shall terminate on June 30, 1980.

3. On July 1, 1980 the employees referred to in paragraph 2 above shall be in the appropriate Compensation Schedule in the revised Ruling 11 in effect July 1, 1980 as previously indicated in this Article under A Part 2. In order to retain the annual dollar amount, effective July 1, 1980 these employees shall receive a salary differential of 3.63% based exclusively on the minimum step of the applicable salary range in the revised Ruling 11 in effect July 1, 1980 and such salary differential shall terminate on June 30, 1981.

4. Article XIV A Part 2 last sentence is amended as follows: The salary differential shall terminate on June 30, 1979 in lieu of December 31, 1979.

5. Effective July 1, 1979, all Income Maintenance Technicians and Social Service Aides shall receive a salary differential of 5% based exclusively on the minimum step of their applicable salary range in the revised Ruling 11 Compensation Schedule G in effect July 1, 1979. Such salary differential shall terminate on June 30, 1980.

6. Effective July 1, 1980, the employees referred to in paragraph 5 above shall receive a salary differential of 5% based exclusively on the minimum step of their applicable salary range in the revised Ruling 11 in effect July 1, 1980 as previously indicated in this Article under A Part 2. Such

salary differential shall terminate on June 30, 1981.

7. In the event an employee is appointed to another classification, the salary differential, if applicable, shall be based on the minimum step of the salary range of the classification title to which he/she is appointed on the effective date.

ARTICLE XV

EDUCATIONAL LEAVE AND ASSISTANCE

A. Educational leave assistance shall be in con-

formance with stipulation set forth in Ruling 11.

Nine employees shall be designated and selected for such

educational leave and assistance with a ratio of five

Social Workers and four Income Maintenance Technicians

with the understanding that the ratio can be inter-

changeable if either group fails to fill its entire quota.

Income Maintenance Technicians may apply for full-

time education leave upon completing three full years of

undergraduate work.

B. Those employees who return from educational leave with Masters Degrees shall be given an opportunity to be reassigned to duties in keeping with the needs of the County Welfare Division.

ARTICLE XVI

JOB TRANSFERS

When job transfers are made, other factors being equal, seniority shall prevail whenever practical in the final selection.

ARTICLE XVII

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 and shall have the opportunity and be charged with the responsibility of making recommendations which will be given serious consideration by the County Welfare Division. The County Welfare Division shall advise the members in writing

within thirty (30) days or at the next committee meeting, whichever is longer, of all decisions reached and the reasons therefor as the result of issues brought before the committee.

B. Insofar as is possible and practicable, efforts will be made to standardize case loads within the County Welfare Division.

ARTICLE XVIII

CAR ALLOWANCE STANDARDS

A. The car mileage rate and expense allowance for each employee who is authorized and required to utilize his/her automobile for Division business shall be sixteen cents (\$.16) per mile, not to exceed ninety-six dollars (\$96.00) per month, effective July 1, 1979.

B. Where an individual exceeds the aforementioned allowance, the expense account shall be submitted to the County Welfare Division Director for Administrative review and if properly substantiated to the satisfaction of the County Welfare Division, the employee shall receive the expense allowance in excess of ninety-six dollars (\$96.00).

C. Each employee who is authorized and required to utilize his automobile on County Welfare Division business shall receive, in addition to the aforementioned expenses, an

allowance of ten dollars (\$10.00) per month toward the cost of his automobile insurance, provided that the employee shows proof of proper insurance coverage and proof of payment of such coverage.

D. The use of automobiles for County Welfare Division business shall be extended to Investigators, Social Workers, Rent and Housing Coordinators, Home Economists, and to specific Income Maintenance Technicians and Income Maintenance Specialists as outlined in the following areas:

1. All Income Maintenance Technicians assigned to Validation Units.
2. Income Maintenance Technicians assigned to Field Offices which cover the entire county (at present Field Office VI and Field Office VII).
3. Income Maintenance Technicians assigned to I.M. districts which cover more than one community.
4. Income Maintenance Technicians assigned to I.M. districts that require two (2) or more buses to travel from the Field Office to the district.
5. Income Maintenance Technicians assigned to I.M. districts that are composed of 100 or more square blocks.

E. Should the State Travel Regulations increase the payments permitted pursuant to this

Article for travel expenses during the term of this agreement, then, the County agrees to reopen negotiations following the Union's request on this issue.

ARTICLE XIX

FULLY-BARGAINED PROVISIONS

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment. The Union, however, has requested during the course of negotiations the inclusion of a Union security provision in the agreement. This request has been rejected by the Agency which has been informed by the Union of a request to the Public Employment Relations Commission for the invocation of mediation and possible fact-finding under the procedures of the Commission. 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 within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement.

ARTICLE XX

HEALTH AND SAFETY COMMITTEE

There will be a committee made up of two (2) representatives from the County Welfare Division, and two (2) representatives from the Union, whose obligations will be to oversee and guarantee the health and safety of all employees covered under this Agreement. Such time spent on this committee will be during normal working hours of said employees and shall be construed as part of their working day. Said committee shall meet at least three (3) times annually or sooner, if such request is made for a meeting by a majority of the members of the committee. This committee is subordinate to the Work Distribution and Practices Committee.

The Committee shall report in writing from time to time to the Work Distribution and Practices Committee as the committee sees fit.

ARTICLE XXI

TITLE CLASSIFICATIONS

If and when the State of New Jersey implements title changes within the structure of the County Welfare Division, both parties reserve the right to take the necessary steps to preserve and maintain the title classifications and salary ranges as negotiated.

ARTICLE XXII

INCOME MAINTENANCE TECHNICIANS

Subject to regulations promulgated by the State Division of Public Welfare and the New Jersey Civil Service Commission, the County Welfare Division and the Union agree with the concept of a comprehensive career ladder upward and laterally within the Division for Income Maintenance Technicians.

ARTICLE XXIII

DENTAL PLAN AND/OR PRESCRIPTION EYEGLASS PLAN

It is agreed that the employer will reopen negotiations for the provision of a dental plan and/or prescription eyeglass 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 is subject to approval by the Division of Public Welfare, Department of Human Services, State of New Jersey.

ARTICLE XXIV

RELIEF TIME

Fifteen minute relief time shall be designated by the Director of the County Welfare Division in the morning and afternoon, to all employees of the bargaining unit who work indoors.

ARTICLE XXV

OVERTIME

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

ARTICLE XXVI

LENGTH OF CONTRACT

The agreement shall be effective upon execution and approval by the parties and shall terminate on June 30, 1981.

ARTICLE XXVII

SEPARABILITY AND SAVINGS

If any provision 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 XXVIII

MANAGEMENT RIGHTS

A. 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 and 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.

B. It is agreed that the above recited Management Rights are not subject to the grievance and/or fact-finding procedures set forth in Article IV hereof.

ARTICLE XXIX

LIFE INSURANCE COVERAGE

The present Life Insurance and group policy coverage provided by the County in the amount of four thousand dollars (\$4,000.00) will continue in effect during the life of this agreement for those individuals who were employed as of March 26, 1970.

ARTICLE XXX

LONGEVITY

A. Any employee who is hired after December 31, 1976 shall no longer be entitled to longevity.

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

ARTICLE XXXI

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

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

C. Newly hired employees shall be assigned an anniversary date as follows:

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

2. Employees hired in April, May, and June shall receive an increment on July 1st of the following year.

3. Employees hired in July, August, and September shall receive an increment on October 1st of the following year.

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

D. Any employee who receives a promotion or reclassification during the term of this Agreement, in which the salary adjustment equals ten (10%) 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 II.

ARTICLE XXXII

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.

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 (1) 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 or 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 a 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.

IN WITNESS WHEREOF, the parties have, by their authorized representatives, set their hands and seals this day of _____, 1979.

COMMUNICATION WORKERS OF AMERICA, AFL-CIO

Edward A. Schultz

INTERNATIONAL REPRESENTATIVE COMMUNICATION WORKERS OF AMERICA, AFL-CIO
EDWARD A. SCHULTZ

Eugene Balyis

PRESIDENT OF LOCAL 1081
EUGENE BALYIS

Melvin Reuben

VICE PRESIDENT OF LOCAL 1081
MELVIN REUBEN

Elizabeth White

VICE PRESIDENT OF LOCAL 1081
ELIZABETH WHITE

Mary Edmonds

COMMITTEE MEMBER OF LOCAL 1081
MARY EDMONDS

Mary E. Rone

COMMITTEE MEMBER OF LOCAL 1081
MARY E. RONE

Alex Zecca

COMMITTEE MEMBER OF LOCAL 1081
ALEX ZECCA

COUNTY OF ESSEX, NEW JERSEY

BY: Peter I. Shapiro
PETER I. SHAPIRO,
COUNTY EXECUTIVE

ATTEST: Daniel W. Gibson
CLERK OF THE BOARD OF CHOSEN FREEHOLDERS, DANIEL W. GIBSON

APPROVED (AS TO FORM AND LEGALITY):
Peter Stewart
PETER STEWART, COUNTY COUNSEL

REVIEWED AND APPROVED BY THE DEPARTMENT OF HUMAN SERVICES, DIVISION OF PUBLIC WELFARE
G. Thomas Riti 12/79
G. THOMAS RITI, DIRECTOR