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AGREEMENT

BETWEEN

THE COUNTY OF SUSSEX

AND

COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO

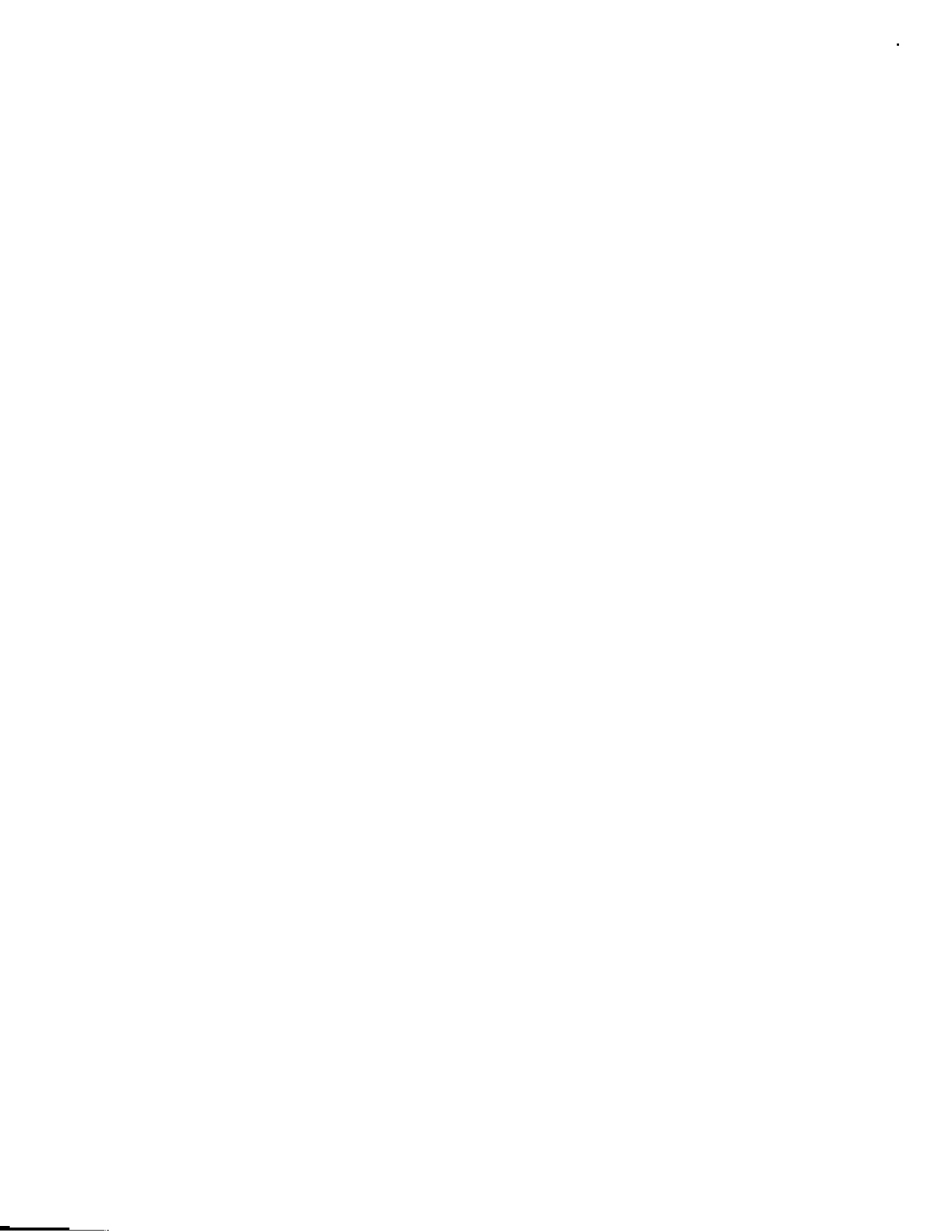


EFFECTIVE THROUGH DECEMBER 31, 1992

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1083, AND THE COUNTY OF
SUSSEX, FOR THE YEARS 1991 AND 1992, FOR WELFARE EMPLOYEES

County of Sussex/C.W.A.-Welfare Unit

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County of Sussex/C.W.A.-Welfare Unit

THIS AGREEMENT, effective the first day of January, 1991, is entered into by and between the Board of Chosen Freeholders for the County of Sussex (hereinafter referred to as the "County") and the Communications Workers of America, AFL-CIO, and its Local No. 1083 (hereinafter referred to as the "Union").

ARTICLE 1 - 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 County 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 Clerks (typing), Principal Clerk Stenographers, Clerk Stenographers, Senior Clerk Transcribers, Clerk Transcribers, Clerk Typists, Senior Clerk Typists, Senior Receptionists, Telephone Operators (typing), Senior Data Entry Machine Operators, Data Entry Machine Operators, Word Processing Operators, Senior Account Clerks (typing), Principal Data Entry Machine Operators, Senior Payroll Clerks, Senior Stock Clerks, employed by the County Welfare Agency 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 County Welfare Agency.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1: It is mutually understood and agreed that the County retains the prerogatives of management, including but not limited to the rights of hiring, suspending, disciplining, or discharging for proper cause, promoting, transferring and scheduling employees; to determine the standards of services to be offered by its agencies; to take necessary actions in emergencies; to determine the standards of selection for employment; to maintain the efficiency of its operations and the technology of performing its work; to determine the methods, means and personnel by which its operations are to be conducted; to introduce new or different methods of operation; to contract or subcontract for work or services; and to determine the content of job classifications, subject to State Department of Personnel regulations and any other applicable law or provisions of this

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Agreement.

Section 2: Should the County contract or subcontract for work or services performed by negotiating unit employees, the County shall notify and discuss with the Union the impact of such contracting or subcontracting upon negotiating unit employees who may be laid off. Such notice shall be given prior to the award of the contract or subcontract, except in extraordinary circumstances.

Section 3: The parties agree that the County has the right to make reasonable rules and regulations. All rules and regulations promulgated by the County for the proper and efficient operation of the public service shall be duly and conspicuously placed and shall be observed.

Section 4: A copy of all rules and regulations will be provided to the Union.

ARTICLE 3 - DUES CHECKOFF AND REPRESENTATION FEE

A. Dues Checkoff for Union Members

The County, upon receipt of a duly executed authorization assignment form acceptable to the County, agrees to deduct from the first and second paycheck each month of employees covered by this Agreement who have executed said form, the established dues of the Union, subject, however, to the provision of NJSA 52-14-15.9e. It is further agreed that the County 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 County by the Union at least thirty (30) days prior to the date on which the deduction of Union dues is to be made.

B. Representation Fee for Non-Members

1. Subject to the provisions of applicable laws and regulations and the conditions set forth below, during the term of this Agreement, the Union shall be entitled to a representation fee not to exceed 85% of regular Union dues. The representation fee shall be deducted from the salaries of employees in the Unit who are not members of the Union, provided, however, that membership in the Union is available to all employees in the Unit on an equal basis and the representation fee in lieu of dues shall be available only so long as the Union remains majority representative of the employees in the Unit and maintains a demand and return system which complies with the provisions of applicable laws and regulations.

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2. The Union shall certify to the County that the Amount of such representation fee in lieu of dues was determined in accordance with applicable law. In no event shall such fee exceed 85% of the Union's regular membership dues. Such deductions shall be made in the amounts certified in writing to the County by the Union.

3. In no case shall the representation fee in lieu of dues be deducted sooner than the thirtieth (30th) day following the beginning of an employee's employment in a position included in the Bargaining Unit.

C. Transmittal

1. The County shall transmit to the Union:

- a) A check for the total amounts deducted and
- b) A statement setting forth the names of the Unit members for whom dues or representation fees in lieu of dues were deducted.

2. The check and statement shall be mailed by the fifteenth (15th) day of the month following the month for which the deduction was made.

D. Union Obligations

1. The provisions of this Article are conditioned upon the Union's compliance with all requirements set forth by statute or regulation.

2. The Union hereby agrees to indemnify and save the County harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of, action taken or not taken by the County for the purpose of complying with any of the provisions of this Article, or in reliance upon any notice furnished under any provision of the Article.

ARTICLE 4 - HOURS OF WORK

Section 1: The normal work week for full time employees shall consist of thirty-five (35) hours. The normal hours of work in existence at the time of execution of this Agreement for the Welfare Agency shall remain in full force and effect for the duration of this Agreement unless changed by mutual consent. Either party reserves the right to request a change in the normal

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working hours, but no change shall be made unless mutually agreed to.

Section 2: All employees authorized by their supervisor to work in the field or on the road shall compute their hours of work on a portal-to-portal basis for such time spent in the field or on the road.

OVERTIME

Section 3: All employees shall be expected to complete their work in the time allotted for the normal working day.

Section 4: Any employee scheduled by the department head in accordance with the County's policy to work in excess of his/her regular work week shall be paid at the rate of time and one-half for all hours the employee works in excess of his/her regular work week. An employee who is scheduled to work a regular Monday to Friday work week and works on a Saturday, shall receive time and one-half for all hours s/he works on said Saturday, provided that any absence during the regular work week is justified.

An employee who is scheduled to work a regular Monday to Friday work week and works on Sunday, shall receive double time for all hours s/he works on said Sunday, provided that any absence during the regular work week is justified.

Section 5: Part time employees will receive overtime pay only for those hours they work in excess of the normal work week in their department (35).

Section 6: All overtime and/or extra hours must be authorized by the County by budget appropriation and specifically scheduled by the department head.

ARTICLE 5 - NON-DISCRIMINATION AND DUE PROCESS

Section 1: No employee shall be discharged, or discriminated against because of age, race, creed, sex, color, ethnic background, political affiliation, handicap, marital status, or Union activity.

Section 2: The County reserves the right to discipline or discharge any employee for just cause.

Section 3: All discipline shall be progressive in nature and corrective in intent. Discipline for this purpose means any penalty greater than an oral reprimand.

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ARTICLE 6 - GRIEVANCE PROCEDURE

A. Definition

A "grievance" shall mean a complaint by an employee, group of employees, or the Union

(1) that there has been a violation, misinterpretation or inequitable application of any of the provisions of this agreement, or

(2) that employee(s) has/have been treated unfairly or inequitably by reason of any act or condition which is contrary to established County policy or administrative practice governing or effecting employees. However, any matter for which:

(a) a precise method of review is prescribed by State Statute or rule having the force and effect of law, or

(b) the County is without authority to act

shall not be permitted to go to arbitration.

B. Procedure

The importance of having grievances processed as quickly as possible suggests that the number of days indicated at each level should be considered as a maximum and every effort made to expedite the process. The time limits, may, however, be extended by mutual written agreement. A grievance may be filed within fifteen (15) work days of the event. The employee shall have the right to be represented by the Union representative.

Level 1

An employee with a grievance shall reduce it to writing and may request a meeting with his/her Division Head, with the objective of resolving the matter informally. If an impasse occurs, a written grievance shall then be presented to the Department Administrator or designee of the employee, and said employee shall be entitled to a reply, in writing, within fifteen (15) working days of said written complaint.

Level 2

If the aggrieved is not satisfied with the disposition of the grievance at Level 1, within ten (10) working days from receipt of the reply to the grievance from the Department

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Administrator, said person will inform the Department Administrator, in writing, that the grievant wishes to have a non-public meeting with the County Administrator. The County Administrator shall schedule and conduct a meeting within ten (10) working days of receipt of the appeal to the Administrator and shall render a decision within ten (10) working days of said meeting.

Level 3

If the grievance or dispute has not been satisfactorily adjusted pursuant to Levels 1 and 2, the Union shall present it to the Board of Chosen Freeholders, or their designated representative who shall not be the County Administrator, within five (5) working days after receiving the response from Level 2, or within five (5) working days after the response was due. The Board shall settle the matter and respond in writing within ten (10) days. If the Board intends to convene a hearing into the matter, the time for this step shall be extended to fifteen (15) calendar days, provided the Union has been notified, in writing, of this intent within five (5) working days after the matter has been presented to the Board. This notice shall specify the time and date of the hearing.

Level 4

If no settlement of the grievance or dispute has been reached between the parties, the Union may move the grievance or dispute to arbitration within thirty (30) calendar days of receiving the Board's response, or within thirty (30) calendar days of the time the response was due.

Arbitration

If the Union wishes to move a grievance to arbitration, it shall notify the Public Employment Relations Commission and the County that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the County and the Union. The arbitrator shall be chosen in accordance with the procedures set forth by the Public Employment Relations Commission.

The arbitrator shall hear the matter on the evidence and within the meaning of the Agreement, render his/her award, in writing, which shall be final and binding. The cost of the arbitrator's fee shall be born equally by the parties.

C. Extension and Modifications

Time extensions may be mutually agreed to by the County and

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the Union, in writing.

D. Group or policy grievance

A group or policy grievance or dispute shall be presented, in writing, by the Union, at the lowest step at which a settlement may be obtained.

ARTICLE 7 - MEDICAL BENEFITS

Section 1: Employees whose regular work week is at least twenty (20) hours or more are eligible for Blue Cross/Blue Shield series 14/20, Rider J, and the Major Medical Insurance under the New Jersey State Health Benefits Program. The plan includes coverage for the employee and eligible immediate family members and shall be fully paid for by the County.

Section 2: Employees whose regular work week is at least twenty (20) hours or more are eligible for \$2.00 co-pay prescription program. The plan includes coverage for the employee and eligible immediate family members and shall be fully paid for by the County.

Section 3: Employees whose regular work week is at least twenty (20) hours or more are eligible for a basic dental program, known as Program I-B as outlined by the Delta Dental Plan. The plan includes coverage for the employee and eligible immediate family members and shall be fully paid for by the County.

Section 4: Coverage shall begin the first of the month after two (2) months of employment, providing that the proper application is completed and filed timely with the Personnel Director.

Section 5: The County agrees to continue to pay the premium charges for certain eligible retirees and their eligible dependents (but not including survivors) for the Blue Cross/Blue Shield and Major Medical Insurance described in Section 1 provided such persons retire from the County service after twenty-five (25) years or more of contributions to the New Jersey State Pension System and provided such retirees apply for full coverage under Part B of the Federal Medicare Program, if the retiree meets the requirements. This health care program is administered by the New Jersey State Division of Pensions, Health Benefits Bureau.

For employees who retire effective January 1, 1991, or thereafter, the County agrees to pay the premium charges for the prescription program described in Section 2, and for the dental program described in Section 3, provided such person retires from the County service after twenty-five (25) years or more of

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contributions to the New Jersey State Pension system. The prescription and dental care program are administered by the County in accordance with the contracts with the respective insurance carriers.

Section 6: The County agrees to reimburse eligible employees for their premium charges under Part B of the federal Medicare Program for themselves and their eligible immediate family members, provided the County voucher is submitted by the employee to the Treasurer's Office during July and January for the previous six (6) months.

The County agrees to reimburse retirees with twenty-five (25) years or more of contributions to the New Jersey State Pension system for their premium charges under Part B of the Federal Medicare Program for themselves and their eligible immediate family members, provided a County voucher is submitted to the Treasurer's Office during July and January for the previous six (6) months.

Section 7: Employees who are granted a leave of absence without pay should refer to Article 19.

Section 8: Upon an employee's termination, all insurance coverage will be discontinued the first of the month after one month, or as otherwise specified by the insurance carrier.

Section 9: All rights, benefits, eligibility requirements, etc. shall be governed by the applicable policy of insurance.

ARTICLE 8 - 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, slow down, walkout or other job action or work interruption.

ARTICLE 9 - 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 understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

ARTICLE 10 - PROMOTIONS

Section 1: Promotional positions shall be filled in accordance with State Department of Personnel Rules. Notice shall be posted

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at the earliest possible time that a promotional vacancy is to be filled.

Section 2: An employee at the maximum pay range for his/her class of employment shall be given the opportunity to advance to the next higher class where available, provided there is a vacancy and provided the employee has the required qualifications and ability.

Section 3: The following procedure shall be used to determine the salary increase upon promotion or temporary assignment:

- (a) 5% increase to the base salary, or
- (b) should the 5% increase be less than the minimum of the new range, the employee shall be paid the minimum of the new range, or
- (c) should the 5% increase be more than the maximum of the new range, the employee shall be paid the maximum of the new range.

No employee shall receive a pay cut on promotion.

Section 4: An employee serving provisionally under promotional procedures shall be paid for the provisional title effective the date of provisional appointment. If the employee fails the promotional exam or is not eligible for appointment, his/her title and salary shall revert to the previous permanent title and previous salary until eligible for appointment in the promotional title.

Section 5:

A. Temporary Assignments.

An employee required to perform the duties of a position in a higher Job Group shall be granted a salary increase as described in Section 3 above after fifteen (15) continuous days of such performance, retroactive to the first day.

The County may conduct an internal audit of the duties to determine the appropriate title for the temporary assignment. The Union agrees that such temporary assignments are not considered a provisional or permanent promotion.

B. Effective January 1, 1992, in addition to the provisions of "A" above, any five (5) consecutive work days worked in a higher Job Group will be accumulated and if and when the

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employee accumulates twenty (20) such days in a calendar year, then a salary increase shall be granted as described in Section 3 above, retroactive to the first day.

ARTICLE 11 - 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 Personnel (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 12 - BEREAVEMENT - PERSONAL LEAVE

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, except as hereinafter provided in (A), with pay, in accordance with the following:

A. BEREAVEMENT 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, grandchild, step-child, step-parent, niece, nephew, aunt, uncle or any other relative who lives in the employee's home.

Should there be a second incident during the year, up to three (3) additional days paid bereavement leave (not subject to the maximum set forth above) shall be allowed for time lost from work, if one of the incidents involves the death of a spouse, child, parent, brother or sister.

B. PERSONAL Full Time employees shall receive three (3) days leave per year for personal leave, non-accumulative. No personal leave shall be taken for less than a half day and providing it is mutually agreed by the employee and the Department Administrator. An employee must give his/her department/agency head twenty-four (24) hours notice when possible before taking personal leave. Requests to use personal leave for emergencies, with less than 24 hours notice, shall not be unreasonably withheld. The County shall approve the personal leave unless there is a shortage of staff or peak work load periods.

C. Employees hired after January 1st shall accrue one (1) bereavement day pursuant to Section 1, paragraph 1; one (1) bereavement day pursuant to Section 1, paragraph 2; and one (1)

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personal day after each four (4) months of continuous employment during the calendar year, subject to the conditions set forth above.

ARTICLE 13 - SNOW DAYS

Section 1. The County reserves the right to declare a snow day.

Section 2. Should an employee report for work and subsequently the County decides to close County offices, such employee who reports to work shall be credited for the day's work. There shall be no charge against his/her benefit leave time. If the County decides to close County offices after the start of the work day, all offices will remain open until official notification is received.

Should the County close County offices before the start of a work day, all employees scheduled to work that day will be credited with a day's work. There shall be no charge against his/her benefits leave time.

Notification of snow days will be made by radio announcements on local radio stations at 6 AM and/or 7 AM and periodically during the day.

Section 3: If the County does not declare a snow day, an employee who does not report to work will be charged with either a vacation day or personal leave day.

Section 4: If an employee who is reasonably late reports to work because of the weather, that employee shall be credited with a full working day.

Section 5: Snow days may not be taken in the form of compensatory time or accumulated.

ARTICLE 14 - LEAVE OF ABSENCE FOR UNION PURPOSES

The County 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 Agency.

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ARTICLE 15 - VACATIONS

Section 1 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 (1) year of service through five (5) years of service twelve (12) working days per year;

After five (5) years of service through twelve (12) years of service, fifteen (15) working days per year;

After twelve (12) 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.

Section 2: Employees shall be credited on January 1 with any new vacation entitlement which they become eligible for during that calendar year by virtue of achieving a new vacation plateau.

Section 3: No vacation days shall be taken for less than one-half day and providing it is mutually agreed by the employee and the Department Administrator.

Section 4: Employees shall submit requests for vacation times of five consecutive work days or more to the department/agency head in writing no later than four weeks before his/her requested vacation, with first and second choices. The department/agency head shall answer the request in writing within five (5) working days. The requested vacation shall be scheduled where practical on the basis of seniority. Vacations of less than five (5) consecutive work days should be requested in writing four (4) working days, where possible, before the requested vacation leave. The department/agency head should answer the request in writing no later than two working days before the requested vacation leave.

Exceptions to the above minimum request times will be allowed if work load permits.

The department head shall attempt to schedule work, insofar as possible, to preclude changes in the vacation scheduling.

Section 5: Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the department/agency head unless the department/agency head

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determines that it cannot be taken because of pressure of work. A maximum of one year's allotment may be automatically carried forward into the new year.

Section 6: Any employee whose service with the County terminates shall have unused vacation time paid to him/her or the employee's legal representative in the event of his/her death.

ARTICLE 16 - SICK LEAVE

Section 1: All employees shall be granted sick leave based upon the following from date of last hire:

1 1/4 days per month in the first year of service, then
15 days per calendar year

Section 2: All unused sick leave may be accumulated from year to year.

Section 3: Employees absent from work on sick leave shall submit themselves to a physical examination monthly by a physician designated by the County, who shall make a report to the County as to said employee's ability to return to work. If the County's Designated Physician should determine that the employee could return to work, but is not qualified to perform his/her regular duties, then the department head and the County shall determine what other type of work duties, if any, shall be assigned to such employee.

Section 4:

An employee who is absent on sick leave for five or more consecutive working days shall be required to submit acceptable medical evidence.

An employee who has been absent on sick leave for periods totaling 15 days in one calendar year consisting of periods of less than five days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one day or less in which case only one certificate shall be necessary for a period of six months.

The supervisor may require proof of illness whenever such requirement appears reasonable. The supervisor may deny the use of sick leave for any valid reason.

In the event an employee returning to work from an illness is examined and a dispute ensues, the County agrees that the employee shall be able to submit the report to his/her physician

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and a third party neutral physician shall make a final recommendation. The cost of the third party neutral physician shall be shared equally by the employee and the County.

Section 5: An employee upon retiring shall be paid for 1/2 of the unused sick leave s/he accumulated up to a maximum of \$15,000. The employee shall be compensated for this accumulated time at his/her daily rate of pay at the date of retirement.

An employee whose employment with the County is terminated in good standing for reasons other than retirement shall be paid for accumulated unused sick leave based upon the following schedule, upon completion of:

5 through 10 years of service - 1/8 up to \$15,000.
11 through 20 years of service - 1/4 up to \$15,000.
21 years or more - 1/2 up to \$15,000.

Section 6: Employees who have in excess of fifty (50) sick days on December 31 (including December 31, 1990) of any year may convert any or all sick days they have in excess of fifty (50) sick days for vacation days at a ratio of two sick days for one vacation day. Those sick days converted to vacation days shall not be reinstated at any future date. However, no employee shall be permitted to convert more than fifty (50) sick days to vacation days in any one calendar year.

ARTICLE 17 - HOLIDAYS

Section 1: Fourteen (14) legal holidays shall be observed under this Agreement:

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

Also to be observed are any other holidays declared by the legally constituted authorities of the County, Governor or President.

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When a holiday as above, falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following day, Monday.

Section 2: A day's holiday pay shall be equal to the employee's pay for his/her regularly scheduled work day.

ARTICLE 18 - JURY DUTY

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

ARTICLE 19 - LEAVES OF ABSENCE

Section 1: To be eligible for a leave of absence, the employee shall be employed by the County at least six (6) months prior to the requested leave. The Appointing Authority with the approval of the County may grant the privilege of a leave of absence without pay to an employee for a period not to exceed six (6) months at any one time. Such leaves may be renewed for an additional period of six (6) months only by formal actions of the Appointing Authority with a Resolution of the Board of Chosen Freeholders. (N.J.A.C. 4:1-17.6)

Employees granted a medical leave of absence (with physician's certificate) need not use all earned vacation leave time prior to the leave of absence unless they so choose. Employees granted a leave of absence for reasons other than medical shall use all earned vacation time prior to the leave of absence.

The parties recognize that under State Department of Personnel (formerly Civil Service) rules, an employee is required to be permanent before granted leave of absence. If the County agrees to grant a non-permanent employee a leave of absence and the State Department of Personnel does not approve such leave of absence, the parties and the employee agrees to adhere to the State Department of Personnel's decision.

Section 2:

Maternity Leave of Absence.

An employee shall notify the Department Administrator, and the Personnel Department of her pregnancy as soon as it is medically confirmed. Said employee may request a maternity leave of absence without pay as aforementioned in Section 1.

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A maternity leave of absence shall be for a period of not more than one year (two consecutive six month periods). The employee may elect to return at an earlier date, provided the employee shall be deemed medically fit to resume the duties and responsibilities of her position.

Section 3: Military and all other leaves shall be granted in accordance with N.J.A.C. 4:1-17, "Leaves of Absence."

Section 4: An employee on any type of leave of absence shall be responsible for the employee's share of pension and contributory insurance. Such premiums shall be deducted from the employee's paycheck upon certification by the Division of Pensions.

Section 5: An employee on any type of leave of absence, except medical, shall be responsible for reimbursing the County for medical insurance premiums, prescription program premiums and/or dental program premiums. Failure to reimburse the County for these premiums timely shall result in cancellation of the employee's coverage. (See Article on Medical Benefits)

The County shall pay the medical insurance premiums, prescription program premiums and/or dental premiums for an employee on medical leave of absence for a maximum of the first three (3) months provided the employee provides the County with a medical certificate verifying he/she cannot work. Thereafter, the employee shall be responsible for reimbursing the County for those premiums timely and failure to reimburse the County timely shall result in cancellation of the employee's coverage.

An employee on leave of absence shall not be reimbursed for Medicare B.

Section 6: Employees on any type of leave of absence shall not accumulate or be eligible for vacations, sick leave, personal leave or holidays.

Section 7: Employees shall be entitled to all benefits under the Family Leave Act of 1989, Chapter 261.

ARTICLE 20 - WORKERS' COMPENSATION LEAVE

Section 1: Employees entitled to receive Workers' Compensation Insurance shall be paid their regular salary for the first five (5) days after injury on the job without charges against their sick leave, vacation time, or personal leave. The employee shall be responsible for providing the County with a medical certificate verifying that she/he is unable to return to full

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duty for those five (5) days.

Should the employee be unable to return to full duty after those five (5) days, she/he shall provide the County with a medical certificate. Should the Workers' Compensation Insurance carrier determine that she/he is eligible to receive Workers' Compensation Insurance payments retroactively, the employee shall reimburse the County for the five (5) days originally paid by the County.

Section 2: The time that the employee shall be paid Workers' Compensation Insurance payments shall not be charged against her/his sick leave, vacation leave, or personal leave, but said employee shall be paid for any holiday which may occur during the time that she/he is receiving Workers' Compensation.

Section 3: During the time that the employee is receiving Workers' Compensation Insurance, the County shall assume both the County's share and the employee's share of pension costs (but not contributory insurance) and the costs for all medical benefits, excepting however, if the employee fails to reimburse the County for contributory insurance.

ARTICLE 21 - PERSONNEL FILES

Section 1: Employees shall have the right, upon 2 days advance notice, to review the contents of his/her personnel file during normal office hours, and upon request, may have a Union representative present. An employee is entitled to a copy of any document in the file, except pre-employment documents.

Section 2: No material derogatory to an employee shall be placed in his/her personnel file unless the employee has been provided with a copy. The employee shall acknowledge that s/he 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 have the right to submit a written response to material and his/her response shall be included in the file.

Section 3: The County's Division of Personnel is designated as the location of the "official" personnel files. Should other files be maintained, the employee shall be advised of their location and allowed an opportunity to review as outlined in Sections 1 and 2.

Section 4: The County agrees to protect the confidentiality of the information contained in each personnel file. The Union agrees that certain job related information is public knowledge

County of Sussex/C.W.A.-Welfare Unit

and may be released to the media upon request.

ARTICLE 22 - SENIORITY

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

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

ARTICLE 23 - EDUCATIONAL LEAVE

A. Any employee with permanent status, who has worked for the County for a period of one year or more and who is desirous of obtaining an undergraduate degree or a graduate degree in accordance with former Ruling 11, may apply to the County for full-time leave with stipend, or without pay, upon recommendation of that employee's supervisor(s), division head and department head.

B. Not more than one employee from the Agency 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.

C. To be considered, employees must notify the County 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 County.

D. Time off not to exceed four (4) hours per week may be granted for an employee, including a provisional employee who has been a full-time employee of the Agency for twelve (12) continuous months, 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 Division Head, based on the merits of the individual case and efficient operation of the Agency.

ARTICLE 24 - TUITION REIMBURSEMENT

A. The County 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 Agency who intend to take a course which is clearly

County of Sussex/C.W.A.-Welfare Unit

job-related.

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

- B. To be eligible for the program, said employee must be full-time and permanent; a provisional employee who has been a full-time employee of the County for twelve (12) continuous months or more shall be eligible for tuition reimbursement, subject to the same conditions applicable to regular employees.

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

- C. Within four (4) weeks after completion of the course work, the employee shall submit to the Personnel 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 Personnel Director and, after the employee has completed and signed the proper voucher form.
- D. The tuition reimbursement program will be administered by the Personnel Director and subject to any and all regulations as set by former Ruling 11.
- E. Maximum of three (3) credits per employee per calendar year.

ARTICLE 25 - MISCELLANEOUS

A. Job Vacancies: Notice of job vacancies, which the County intends to fill, will be posted for five (5) working days, except in exceptional circumstances, provided prior written notice is given to the Union.

County of Sussex/C.W.A.-Welfare Unit

B. Newly-Hired Employees: The County agrees to give the Local Union President written notice of the name, title and salary of newly-hired employees in the Bargaining Unit.

ARTICLE 26 - SAFETY

Section 1: The County agrees to provide safe and adequate working areas and equipment. The Union reserves the right to call upon the County to investigate any matter involving work areas or equipment. Such requests will only be made where the Union feels that the employee is subject to possible impairment of health and safety.

Section 2: The Union shall have one (1) representative on the County-wide health and safety committee.

ARTICLE 27 - CHILD CARE COMMITTEE

The Union and the County agree to establish a joint labor-management study committee to investigate child care needs among County employees and possible solutions to identified problems. The Union shall have one (1) representative on the County-wide committee.

This shall in no way obligate the County to implement any proposed solutions.

ARTICLE 28 - TRAVEL

The County agrees to continue, for the duration of this Agreement, its current practice of providing vehicles for official County business. When 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 their supervisor. Employees who use their own cars shall submit a "Certificate of Insurance" and be reimbursed at the rate of 22 cents per mile.

Employees shall not be required to use their own vehicles.

ARTICLE 29 - LONGEVITY

Section 1: To be eligible for longevity, an employee must be full time and permanent. Part time, permanent employees who work at least twenty (20) hours per week or more, shall be granted longevity pro rata based on the following formula:

Divide the number of hours worked per week by the regular Agency hours (35). This fraction will then be multiplied by the full time longevity amount to obtain

County of Sussex/C.W.A.-Welfare Unit

a total.

Years of completed service shall be computed on a full calendar year from January 1 to December 31 in accordance with the following schedule (schedule based on full time employment):

5 through 9 years	=	\$	300.
10 through 14 years	=	\$	400.
15 through 19 years	=	\$	550.
20 through 24 years	=	\$	900.
25 years or more	=	\$	1,100.

Section 2: Payment will be made in mid-December on a lump sum basis. The parties recognize that under pension regulations, longevity paid on a lump sum basis is not subject to pension contributions and, therefore, not creditable for pension purposes.

Section 3: Any employee granted any leave of absence without pay, shall receive pro rata longevity based upon the actual number of months worked.

An employee who retires in accordance with the New Jersey State Division of Pensions Regulations shall receive pro rata longevity based upon the actual number of months worked.

An employee who terminates for reason other than retirement shall not be granted longevity.

ARTICLE 30 - WAGES & SALARY RANGES

Section 1: Effective January 1, 1991, employees hired prior to October 1, 1990 and not at maximum shall have salaries increased by 4.25% plus one increment. For those employees hired subsequent to October 1, 1990 and those employees at maximum salaries shall be increased by 5.5%. The Maximums of the salary ranges for each range shall also be increased by 5.5% effective January 1, 1991.

No increase shall exceed the maximum of the salary range.

Section 2: Effective January 1, 1992, salaries shall be increased by \$800. The Minimums and Maximums in the salary ranges shall also be increased by \$800 effective January 1, 1992.

Section 3: Effective March 1, 1992, increments for each range shall increase 4.25%. Effective March 1, 1992, then current employees shall receive one increment increase in salaries. The maximum of each range shall be increased by 3.75% effective March 1, 1992.

County of Sussex/C.W.A.-Welfare Unit

No increase shall exceed the maximum of the salary range.

Section 4: To be eligible for the 1991 wage increase an employee must have been in the employ of the County on December 31, 1990 and in the employ of the County on the date of the agreement. However, in no instance shall any employee be paid less than the new minimum of the range.

This provision shall apply to any employee who terminated for reason other than retirement prior to the date of this Agreement. Any employee, who retired prior to the date of this Agreement, shall be granted pro rata salary increases for the time worked.

The estate of a deceased employee who died prior to the date of this Agreement shall receive the employee's pro rata salary increase for the time worked.

ARTICLE 32 - DURATION OF AGREEMENT

The terms of this Agreement shall be in full force and effect through December 31, 1992. The benefits in this agreement shall remain in full force and effect after termination of this Agreement and until superseded by a successor Agreement.

No additional wage and/or increment increases shall be granted in 1993 until and unless negotiated in a successor contract.

Signed this 5th day of September 1991 by the duly authorized representatives of the parties hereto.

FOR THE COUNTY

Orma Hornley
[Signature]
[Signature]
[Signature]

FOR THE C.W.A.

John Loo
Mary Harrington
Jail [Signature]
Nancy [Signature]
Donna [Signature]

County of Sussex/C.W.A.-Welfare Unit

WELFARE RANGES JANUARY 1, 1991

<u>RANGE</u>	<u>INCREMENT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
1	\$484	\$ 9,685	\$14,815
2	509	10,171	15,559
3	534	10,679	16,337
4	561	11,213	17,153
5	589	11,773	18,009

RANGE 6

Account Clerk, Typing
 Clerk Typist

Data Entry Machine Operator
 Social Service Aide

<u>RANGE 6</u>	<u>INCREMENT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Full Time	\$618	\$12,361	\$18,910
Part Time	\$0.338	\$6.766	\$10.35

RANGE 7

Clerk Stenographer
 Clerk Transcriber

Telephone Operator/Receptionist

<u>RANGE 7</u>	<u>INCREMENT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Full Time	\$649	\$12,981	\$19,857
Part Time	\$0.355	\$7.105	\$10.899

RANGE 8

Full Time
 Part Time

INCREMENT
 \$682
 \$0.373

MINIMUM
 \$13,631
 \$7.461

MAXIMUM
 \$20,852
 \$11.413

RANGE 9

Senior Account Clerk, Typing Senior Payroll Clerk
 Senior Clerk Typist
 Senior Telephone Operator/Receptionist

<u>RANGE 9</u>	<u>INCREMENT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Full Time	\$716	\$14,314	\$21,897
Part Time	\$.392	\$7.835	\$11.985

County of Sussex/C.W.A.-Welfare Unit

WELFARE RANGES JANUARY 1, 1991

RANGE 10

Senior Clerk Transcriber
Senior Data Entry Machine
Operator

Senior Stock Clerk
Word Processing Operator

<u>RANGE 10</u>	<u>INCREMENT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Full Time	\$751	\$15,030	\$22,992
Part Time	\$.411	\$8.227	\$12.585

RANGE 11

Senior Clerk Stenographer

<u>RANGE 11</u>	<u>INCREMENT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Full Time	\$789	\$15,780	\$24,140
Part Time	\$.432	\$8.637	\$13.213

RANGE 12

Social Service Technician

<u>RANGE 12</u>	<u>INCREMENT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Full Time	\$828	\$16,568	\$25,345
Part Time	\$.453	\$9.068	\$13.872

RANGE 13

Principal Clerk Stenographer
Income Maintenance Technician

Principal Data Entry Machine
Operator

<u>RANGE 13</u>	<u>INCREMENT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Full Time	\$870	\$17,394	\$26,609
Part Time	\$.476	\$9.521	\$14.564

RANGE 14

Full Time
Part Time

INCREMENT
\$913
\$.500

MINIMUM
\$18,264
\$9.997

MAXIMUM
\$27,939
\$15.292

RANGE 15

Full Time
Part Time

INCREMENT
\$959
\$.525

MINIMUM
\$19,177
\$10.496

MAXIMUM
\$29,336
\$16.057

RANGE 16

Full Time
Part Time

INCREMENT
\$1,007
\$.551

MINIMUM
\$20,135
\$11.021

MAXIMUM
\$30,801
\$16.859

County of Sussex/C.W.A.-Welfare Unit

WELFARE RANGES JANUARY 1, 1992

RANGE 10

Senior Clerk Transcriber Senior Data Entry Machine
Senior Stock Clerk Operator
Word Processing Operator

<u>RANGE 10</u>	<u>INCREMENT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Full Time	\$751	\$15,830	\$23,792
Part Time	\$.411	\$8.664	\$13.022

RANGE 11

Senior Clerk Stenographer

<u>RANGE 11</u>	<u>INCREMENT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Full Time	\$789	\$16,580	\$24,940
Part Time	\$.432	\$9.075	\$13.651

RANGE 12

Social Service Technician

<u>RANGE 12</u>	<u>INCREMENT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Full Time	\$828	\$17,368	\$26,145
Part Time	\$.453	\$9.506	\$14.31

RANGE 13

Principal Clerk Stenographer Principal Data Entry Machine
Income Maintenance Technician Operator

<u>RANGE 13</u>	<u>INCREMENT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Full Time	\$870	\$18,194	\$27,409
Part Time	\$.476	\$9.958	\$15.002

RANGE 14

<u>RANGE 14</u>	<u>INCREMENT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Full Time	\$913	\$19,064	\$28,739
Part Time	\$.500	\$10.435	\$15.730

RANGE 15

<u>RANGE 15</u>	<u>INCREMENT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Full Time	\$959	\$19,977	\$30,136
Part Time	\$525	\$10.934	\$16.495

RANGE 16

<u>RANGE 16</u>	<u>INCREMENT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Full Time	\$1,007	\$20,935	\$31,601
Part Time	\$.551	\$11.459	\$17.297

County of Sussex/C.W.A.-Welfare Unit

WELFARE RANGES MARCH 1, 1992

<u>RANGE</u>	<u>INCREMENT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
1	\$505	\$10,485	\$16,201
2	530	10,971	16,972
3	557	11,479	17,780
4	584	12,013	18,626
5	614	12,573	19,515

RANGE 6

Account Clerk, Typing
Clerk Typist

Data Entry Machine Operator
Social Service Aide

<u>RANGE 6</u>	<u>INCREMENT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Full Time	\$644	\$13,161	\$20,449
Part Time	\$.352	\$7.204	\$11.193

RANGE 7

Clerk Stenographer
Clerk Transcriber

Telephone Operator/Receptionist

<u>RANGE 7</u>	<u>INCREMENT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Full Time	\$677	\$13,781	\$21,432
Part Time	\$.371	\$7.543	\$11.731

RANGE 8

Full Time
Part Time

INCREMENT
\$711
\$.389

MINIMUM
\$14,431
\$7.899

MAXIMUM
\$22,464
\$12.296

RANGE 9

Senior Account Clerk, Typing
Senior Clerk Typist

Senior Payroll Clerk
Senior Telephone Operator/
Receptionist

<u>RANGE 9</u>	<u>INCREMENT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Full Time	\$746	\$15,114	\$23,548
Part Time	\$.408	\$8.273	\$12.889

County of Sussex/C.W.A.-Welfare Unit

WELFARE RANGES MARCH 1, 1992

RANGE 10

Senior Clerk Transcriber Senior Stock Clerk
Senior Data Entry Machine Operator
Word Processing Operator

<u>RANGE 10</u>	<u>INCREMENT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Full Time	\$783	\$15,830	\$24,684
Part Time	\$.429	\$8.664	\$13.511

RANGE 11

Senior Clerk Stenographer

<u>RANGE 11</u>	<u>INCREMENT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Full Time	\$823	\$16,580	\$25,875
Part Time	\$.450	\$9.075	\$14.163

RANGE 12

Social Service Technician

<u>RANGE 12</u>	<u>INCREMENT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Full Time	\$864	\$17,368	\$27,125
Part Time	\$.473	\$9.506	\$14.847

RANGE 13

Principal Clerk Stenographer Principal Data Entry Machine
Income Maintenance Technician Operator

<u>RANGE 13</u>	<u>INCREMENT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Full Time	\$907	\$18,194	\$28,437
Part Time	\$.496	\$9.958	\$15.565

RANGE 14

<u>RANGE 14</u>	<u>INCREMENT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Full Time	\$952	\$19,064	\$29,817
Part Time	\$.521	\$10.435	\$16.320

RANGE 15

<u>RANGE 15</u>	<u>INCREMENT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Full Time	\$1,000	\$19,977	\$31,266
Part Time	\$.547	\$10.934	\$17.113

RANGE 16

<u>RANGE 16</u>	<u>INCREMENT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Full Time	\$1,050	\$20,935	\$32,786
Part Time	\$.575	\$11.459	\$17.945

County of Sussex/C.W.A.-Welfare Unit

WELFARE RANGES MARCH 1, 1992

RANGE 17

Income Maintenance Worker

<u>RANGE 17</u>	<u>INCREMENT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Full Time	\$1,102	\$21,942	\$34,384
Part Time	\$.603	\$12.010	\$18.820

RANGE 18

Investigator, CWA

Social Worker

<u>RANGE 18</u>	<u>INCREMENT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Full Time	\$1,157	\$23,000	\$36,064
Part Time	\$.633	\$12.589	\$19.739

RANGE 19

Income Maintenance Specialist

<u>RANGE 19</u>	<u>INCREMENT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Full Time	\$1,215	\$24,109	\$37,825
Part Time	\$.665	\$13.196	\$20.703

RANGE 20

Social Work Specialist

<u>RANGE 20</u>	<u>INCREMENT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Full Time	\$1,276	\$25,274	\$39,674
Part Time	\$.698	\$13.834	\$21.715

County of Sussex/C.W.A.-Welfare Unit

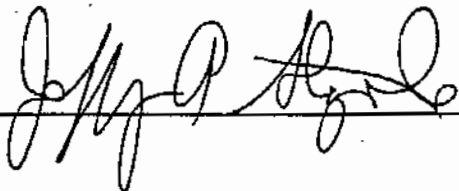
LETTER OF AGREEMENT

During the course of collective bargaining for a successor Agreement between the County of Sussex and Communications Workers of America an exception to the wage increases was agreed upon as follows.

Fern Brownstein, Social Worker, was transferred from the Welfare Agency to the Homestead in April, 1991. Ms. Brownstein shall be entitled to the 1991 increase listed in the 1083 Agreement for Welfare employees and shall not be entitled to the 7% increase listed in the 1032 Agreement. In 1992, Ms. Brownstein shall be entitled the 1032 Agreement salary increase.

Signed on the 5th day of Sept., 1991.

FOR THE COUNTY



FOR THE C.W.A.



John Loos