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A G R E E M E N T

BETWEEN:

*Essex County Welfare Board*

THE COUNTY OF ESSEX, NEW JERSEY

*Division of Welfare*

-and-

COMMUNICATION WORKERS OF AMERICA, AFL-CIO

LOCAL #1081

*(Welfare Workers)*

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X JULY 1, 1981 through JUNE 30, 1983

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This agreement 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 (hereafter referred to as the "Union.")

ARTICLE I. PURPOSE

The purpose of this Agreement is to memorialize and to set forth herein the basic Agreement covering the terms and conditions of employment to be observed between the parties hereto in order to foster good employer-employee relations.

ARTICLE II. RECOGNITION

The County recognizes the Communications Workers of America, Local 1081, (hereinafter the "Union") as the exclusive bargaining representative for employees in the Division of Welfare in the classification of Social Worker; Income Maintenance Specialist; Income Maintenance Worker; Income Maintenance Technician; Investigator, County Welfare <sup>Agency</sup> ~~Division~~; Rent and Housing Coordinator, Welfare; Social Service Aide; and Home Economist.

ARTICLE III. DUES CHECK OFF

1. 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.

2. The County will implement a fair share representation fee, equal to eighty-five percent (85%) of Union dues, which shall be withheld in accordance with applicable law. This shall be operative upon the County-wide implementation of its new computer system.

The Union shall indemnify the County from all liability resulting from and/or caused by dues deduction or fair share representation fee.

#### ARTICLE IV WORK SCHEDULES AND OVERTIME

1. The Union and the County agree to a pilot program involving the opening of one (1) field office and the food stamp office on Saturdays, based upon management's determination that a sufficient number of employees have volunteered.

These two (2) offices will be staffed by volunteers, who will sign up for three (3) month periods of Saturday work, in exchange for a week day off in each week of the three (3) month period. Thus, each employee will work a five day week. Employees will receive

straight time rates for hours worked. Employees may select the weekday they wish to have as a day off for the three (3) month period.

2. Employees may also volunteer to select an approved work schedule other than 8:30 - 4:00, as long as a thirty-five (35) hour work week is maintained. Such work schedule must be between the hours of 7:00 a.m. and <sup>5</sup>4:00 p.m. The approved work schedule change shall also be for three (3) month periods. The straight time rate will be paid for all hours worked. Such requests by employees are subject to the approval of management.

3. Any employee who is authorized to work over thirty-seven and one-half hours per week to forty 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 forty hours in any week will be paid time and one half for those hours in excess of forty hours.

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

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

## ARTICLE V JOB VACANCIES

1. Job vacancies above the entry level position for this unit shall be posted for five (5) days prior to filling the position.
2. The Union shall be notified of the vacancy as well as the filling of the position.
3. Employees may request a transfer from their present assignment to a desired assignment by submitting a written request to the Division of Welfare Personnel Officer.

Said request must specify the Field Office and/or (if applicable) the district assignment desired.

The memorandum must be signed and dated by the employee and transmitted through the Field Office Supervisor.

All requests for transfer are maintained by the Division of Welfare Personnel Unit for a period of two (2) calendar years.

When vacancies are to be filled, consideration is given to all requests. Appointments are made based upon seniority, and the needs of the agency.

Seniority is determined from the date of hire and includes all time served on active duty (absences without pay are not considered active duty and seniority credits are not earned during the absences without pay period.)

Employees assigned to Compacted Units or transferred on a voluntary basis to another assignment are required to serve a minimum of nine (9) months in the assignment before consideration will be given to a transfer request.

Transfers will not be effectuated, except in emergency situations, without an appropriate replacement so as not to disrupt the normal work flow or unit productivity.

ARTICLE VI 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 XXVII hereof.

ARTICLE VII DISCIPLINE

1. No employee shall be discharged, suspended or disciplined without just cause. Cause includes, but is not limited to, the following:

(a) neglect of duty;

- (b) failure to render necessary service to the clients;
- (c) incompetency or inefficiency;
- (d) incapacity due to mental or physical impairments
- (e) conduct unbecoming an employee in the public service, including discriminatory treatment of fellow employees;
- (f) discourteous or abusive treatment of clients or fellow employees;
- (g) insubordination or serious breach of discipline;
- (h) disorderly or immoral conduct;
- (i) chronic or excessive absenteeism;
- (j) failure to report for duty without notice;
- (k) falsification of time records or signing in for another employee;
- (l) chronic lateness;
- (m) possession or use of alcoholic beverages or illicit drugs while on duty;
- (n) intoxication while on duty;
- (o) possession of weapons;
- (p) negligent or willful damage to public property or waste of public supplies;
- (q) willful violation of rules or other statutes relating to the employment of public employees;
- (r) conviction of any criminal act or offense;
- (s) stealing;
- (t) use or attempt to use one's authority or influence to control or modify the political action of any employee or engaging in any form of political activity during working hours;
- (u) violation of the County's Code of Ethics.

## 2. PROCEDURE

Progressive discipline procedure shall be used whenever



possible. Serious breaches of discipline may require immediate suspension or dismissal rather than counselling, warning, or written reprimand.

3. IMMEDIATE SUSPENSIONS

When the presence of the employee is determined to be dangerous to the welfare of clients or employees, or detrimental to the interest of the Employing Unit, the Department or Division Head or his/her designee may suspend the offender immediately pending investigation, formal charges, and subsequent hearing.

4. NOTICE TO THE UNION

The Union will be notified of all formal disciplinary actions.

ARTICLE VIII HOLIDAYS

*P.P.* ~~Section 1~~ 1. <sup>Legal holidays as fixed by New Jersey statutes are</sup> ~~The days~~ listed in Schedule A shall be recognized and as paid holidays.

*P.P.* ~~Section 2~~ 2. <sup>said</sup> ~~When~~ a holiday falls on a Sunday, the following Monday shall be considered the holiday. <sup>said</sup> ~~When~~ a holiday falls on Saturday, the immediately preceding Friday shall be considered the holiday.

*P.P.* ~~Section 3~~ 3. <sup>said</sup> Employees shall be paid at straight-time base rates for/ listed holidays inclusive of other differentials or payments based on his regularly scheduled work day.

*P.P.* ~~Section 4~~ 4. <sup>said</sup> Whenever the work schedule is such that an employee is required to work on a holiday the employee will be granted a sub-

stitute day off as soon thereafter as is convenient.

~~Section 5~~ 5. An employee on unpaid leave of absence shall not be entitled to pay for any holiday occurring during such leave.

~~Section 6~~ 6. In addition to the aforementioned <sup>said</sup> 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 IX. VACATIONS

1. Employees shall be granted vacation leave with pay subject to the approval of the Agency as follows:

- a. One (1) working day for each month of service or major fraction thereof during the remainder of the calendar year following date of appointment.
- b. After one year of service through five years of service, twelve (12) working days per year.
- c. After five years of service through twelve years of service, fifteen (15) working days per year.
- d. After twelve years of service through twenty years of service, twenty (20) working days per year.
- e. After twenty years of service, twenty-five (25) working days per year.

2. 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 (1) week. Any increase in vacation days based on years of continuous County service will be credited at the beginning of the calendar year in which the employee attains it with the anticipation that his/her employment will be continuous throughout the calendar year.

3. The scheduling of any vacation request is subject to the approval of the employee's Division Head or his/her designee and the manpower needs of the Agency.

4. Seasonal employees are not eligible for any vacation benefits.

5. (a) Part time employees will earn vacation leave on a prorated basis in accordance with the provisions of section 1 above.

(b) Employees retiring or resigning shall be granted vacation leave prorated on the basis of current annual allowance divided by 12, multiplied by the months of service completed within a particular year.

(c) 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.

(d) Vacation for veterans - a returning veteran shall be entitled to a full vacation time for the year of return and for the year preceding, provided the latter can be taken during the year of return.

6. An employee celebrating the fifth, twelfth or twentieth anniversary will be granted the additional vacation during the year in which he reached the anniversary date.

7. Whenever an 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 above, based on the last approved compensation rate for the deceased employee.

#### ARTICLE X SICK LEAVE

1. Sick leave shall be defined to be a required absence from work due to a personal illness, injury, pregnancy disability, exposure to contagious disease, or required attendance upon a member of the employee's immediate family who is seriously ill.

2. 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 II and Civil Service regulations.

3. Seasonal employees are not eligible for sick leave.

4. Absences of five (5) consecutive working days without notice or Agency approval may be cause for discipline or dismissal.

5. Employees will accumulate sick leave privilege on the basis of one 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 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 prorated basis. The unused portion of sick leave will be accumulated without limit.

6. Sick leave for absences of long duration (in excess of one 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.

7. In all cases of illness, whether of short or long duration, the employee is required to notify his/her supervisor or their superior of the reason for the absence at the starting time or no later than thirty (30) minutes past their starting time, on the first day of absence. If the duration of absence exceeds two (2) days, it will be necessary to report every third day.

8. An employee who fails to report to work when scheduled and fails to notify the immediate supervisor of the intended absence, may not be paid for the absence.

ARTICLE XI PREGANCY DISABILITY LEAVE

Pregnancy disability leave with or without pay shall be granted in the same manner and under the same terms and conditions as sick leave.

ARTICLE XII JURY DUTY LEAVE

~~SECTION XI~~ 1. Each regular, full-time, permanent employee in full pay status actively at work performing assigned duties who loses time from his job because of jury duty certified by the Clerk of the Court, shall be paid by the County the difference between his regular daily rate of pay and monies received from the Court up to a maximum of ten (10) work days over one (1) calendar year period, subject to the following conditions:

A. When jury duty service is completed prior to 12:00 noon, the employee is required to telephone his immediate supervisor and report to work if requested.

B. The employee must notify his supervisor the next work day following receipt of a summons for jury service.

C. Adequate proof must be presented of time served on a jury and the amount received for such service.

~~SECTION XII~~ 2. The provisions of this Article do not apply when an employee voluntarily seeks jury duty service.

~~SECTION XIII~~ 3. In the event an employee is selected to serve on a jury and such service extends beyond the time limit set forth in number 1 above, the benefit may be extended for jury duty leave when adequate proof is supplied.

ARTICLE XIII SALARIES AND COMPENSATION

A. SALARIES

1. Effective July 1, 1981, 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, 1980 to the corresponding step under the revised Ruling 11 Compensation Schedule D in effect July 1, 1981. (This schedule D represents approximately five percent (5%) increase over the Compensation Schedule E reflected in Ruling 11 in effect July 1, 1980.)

2. Effective January 1, 1982, 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, 1981, to the corresponding step under the revised Ruling 11 Compensation Schedule T in effect January 1, 1982. (This Schedule T represents approximately an eight percent (8%) increase over the Compensation Schedule L reflected in Ruling 11 in effect July 1, 1980.)

3. Effective July 1, 1982, 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 January 1, 1982, to the corresponding step in accordance with the appropriate Compensation Schedule in the revised Ruling 11 in effect July 1, 1982, provided that the increase is approximately seven percent (7%) of the Ruling 11 Compensation Schedule T referred to in paragraph 2 above.)

B. DIFFERENTIALS

1. Effective July 1, 1981, employees shall receive a salary differential of four percent (4%) based exclusively on the minimum step of the salary range in the revised Ruling 11 in effect on July 1, 1981, as previously indicated in this Article under A.1. Such salary differential terminates on December 31, 1981.

2. Effective January 1, 1982, employees referred to in paragraph 1 above shall receive a salary differential of four percent (4%) based exclusively on the minimum step of the applicable salary range in the revised Ruling 11 in effect on January 1, 1982, as previously indicated in this Article under A.2. Such salary differential shall terminate on June 30, 1982.

3. Effective July 1, 1982, employees shall receive a salary differential of four percent (4%) based exclusively on the minimum step of the applicable salary range in the revised Ruling 11 Compensation Schedule in effect July 1, 1982, as previously indicated in this Article under A.3. Such salary differential shall terminate on June 30, 1983.

4. 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 or the classification title to which he/she is appointed on the effective date.

5. Effective January 1, 1982 and thereafter, Income Maintenance Technicians who have at least one (1) year of permanent status will be promoted to Income Maintenance Worker. Effective January 1, 1982 the salary range of Income Maintenance Worker will be established at range 14.



The salary range for Income Maintenance Worker will be revised July 1, 1982, from range 14 to range 15.

**ARTICLE XIV MERIT PAYMENTS, ANNIVERSARY DATES, AND PROMOTION  
ADJUSTMENTS**

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**I. INTRODUCTION**

In order to foster productivity and individual employment development, Essex County will continue to use a performance appraisal system to evaluate employees in a consistent and equitable manner. All employees need to be made aware of and to understand their strengths, weaknesses, and what is expected of them.

This program is also designed to reward those employees whose overall work performance is considered to be meritorious. The Merit Pay Program will continue to be used for that purpose.

**II. INTERVIEW PROCEDURE**

A. The purpose of the initial interview will be:

1. To inform employees of what they are supposed to do by personalizing their job description in accordance with basic performance standards set by the agency management. The employees and the supervisor will mutually formulate performance objectives relevant to the work of the employee and the needs of the Division.
2. To inform employees of how they are supposed to per-

form their duties by setting projected goals to be met during the evaluation period.

- B. Interviews will be held twice per year with the employees to review and evaluate the employee's job performance. The employee and his/her immediate supervisor will be present at these interviews.
- C. The goals and standards discussed at the interview will be the basis for the employee's evaluation.
- D. The employee will have five (5) working days from the time of the interview to grieve the goals set with the supervisors if he/she feels dissatisfied. The employee is entitled to a reconsultation with the supervisor and the employee's Union representative. The reconsultation will take place as soon as possible after it is requested, but the Union will not be unreasonable in its requests for such reconsultations.
- E. Employees will be provided with a copy of the established goals which will be the basis for their evaluation.

### III. EVALUATION

- A. Performance evaluations will be based on the goals set at previous performance meetings, six months previously. The conference will be held by the immediate supervisor with the employee.
- B. In the event of a job change, transfer or emergency situation of the Division, four months will be considered to be a sufficient time for an evaluation period. If

situation occurs four months into the six month period, the time worked will be sufficient as an evaluation period: If less than four months into six month period, then another interview will be held to establish new goals.

- C. Evaluations for merit payment will be conducted at the formal interview held once per year.
- D. A conference will be held with the Union and County officials prior to notifying employees who will be eligible for merit payment.


#### IV. CRITERIA FOR EVALUATION


- A. The criteria for evaluation will be determined at the initial interview, where objectives are established based upon basic standards already established by agency management.
- B. The employee must sign a form indicating that he/she participated in the interview, but will still have the five (5) days to grieve, as outlined in Section II, D. above.


#### V. ELIGIBILITY

- A. Performance evaluations will be made according to the following categories:
  - 1) Meritorious - eligible for merit payment. Employees in this group have consistently met all required minimum standards and have exceeded at least one area of essential performance.

2) Non-Meritorious - not eligible for a merit payment. Employees in this group have not consistently met all required minimum standards or have not exceeded in at least one area of essential performance.

 B. Those employees eligible for merit payments and who are not at maximum <sup>step</sup> /of/ <sup>the</sup> range, will have their merit payment in the form of a salary adjustment in order to advance them to the next stepx of the range.

 C. Those employees who are at maximum salary <sup>step</sup> /for their range and who are eligible for merit payments will receive it in the form of a lump sum bonus not incorporated into the

 employee's base salary. The merit payment shall be equal to the appropriate increments, as set forth in the relevant salary schedule for each title.

D. Payments will be made annually on the quarterly anniversary date system used by the Division of Welfare.

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

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

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

#### VI. APPEAL MECHANISM

- A. In the event that an employee disagrees with the performance review, he/she may use the grievance procedure. If the disagreement is not resolved by the Division Head level, the Union representative may request a meeting with the Division Head and Personnel Specialist of the County.
- B. In those cases where no merit payment is awarded by the County, the matter may be appealed by the Union and only the Union to final and binding arbitration. There shall be a tripartite panel consisting of:
1. A Personnel Specialist from the County
  2. The International Representative of the Union.
  3. A neutral arbitrator chosen on a rotating basis from a permanent panel of three (3) to five (5) arbitrators mutually selected.

ARTICLE XV LONGEVITY

A. 1. Long and meritorious service to the Essex County Welfare Board will be recognized and rewarded by the granting of special longevity salary increments over and above the maximum of the salary ranges established for positions of employees by the salary plan of this Board.

2. Employees eligible for such special increments shall be those employees who have been or who shall hereafter be in the County service for fifteen (15) years or more, provided however, that such employees shall not be entitled to both, a regular salary increment and a special longevity increment, unless the regular salary increment is the final step to the maximum salary under the Essex County Welfare Board salary plan and is less than one-half of the regular salary increment provided in the said salary plan. In such cases, the employee shall be entitled to both the regular salary increment necessary to reach the maximum salary and a special longevity increment.

3. Such special longevity salary increment shall be in an amount equal to one-half of the regular salary increment provided in the Essex County Welfare Board salary plan. Such special longevity increment shall be added only to the maximum salary provided in the salary plan for the employee's position and may be granted to an eligible employee only once in each successive twelve (12) month period following his fifteenth (15th) year of employment. No employee shall receive a total of more than six special increments.

4. Such special longevity salary increments shall be adjusted annually on January 1 to reflect any changes in the employee's salary range and each such special longevity salary increment shall be defined

as an amount equal to one-half of the regular salary increment provided in the Essex County Welfare Board salary plan for the employee's current salary range.

5. Where such adjustment results in a differential of \$500.00 or more, an amount equal to \$100.00 shall be added to the employee's maximum salary each year for five consecutive years but such total adjustment shall not exceed the sum of \$500.00

6. Where such adjustment results in a differential of less than \$500.00, the maximum amount that shall be added to the employee's maximum salary each year to correctly adjust such differential will be \$100.00.

B. 1. The longevity increment program will be continued in effect for all permanent employees on the payroll as of December 31, 1974, but will be discontinued for all employees hired after December 31, 1974.

2. All longevity increments due on or after January 1, 1976, shall be calculated on the basis of the regular salary increment in effect on December 31, 1975, and shall not be thereafter modified.

3. Effective January 1, 1976, inequities in longevity payments will be eliminated over a five (5) year basis by increasing an affected employee's longevity increment to the extent of twenty percent (20%) of said inequity in each of the aforesaid five (5) years.

4. Longevity increments will be paid as heretofore, namely, beginning with the pay period following the anniversary date of employment.

## ARTICLE XVI PAY PRACTICES

1. Employees will be paid by check every other week on a Friday; payment will be made during the regular working hours.
2. When a payday falls on a holiday, employees will be paid on the day preceding the holiday.
3. The County will institute a payroll holdback for all employees which shall not exceed one (1) week. The procedure shall be consistent with that employed on a County wide basis.

This may result in a payment schedule during the transitional holdback period which is not consistent with number one (1) above.

## ARTICLE XVII PERSONNEL FILES

1. All employees shall have reasonable access to their own personal files during normal business hours, and to obtain copies of material in their own file at \$.15 per page. Effective upon the execution of this Agreement the employee will be offered the opportunity to initial all information which goes into the employee's file prior to it's being placed in file.
2. Requests to see the personnel file must be made two (2) working days in advance. Under emergency circumstances, the Division Director may waive the advance notice.
3. All employees shall have the right to insert written rebuttals to any material considered derogatory into their own personnel file.
4. The County agrees that derogatory information more than three (3) years old in an employee's file shall not be used when determining eligibility for promotions in cases where the employee's performance has improved.
5. The first copy of information placed in the employee's file as of the date of the execution of the agreement will be provided to the employee at no charge.



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 eighteen cents (\$.18) per mile, not to exceed ninety-six dollars (\$96.00) per month, effective January 1, 1982.

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, Income Maintenance Workers, Income Maintenance Specialists as outlined in the following areas:

1. All Income Maintenance Technicians and/or Income Maintenance Workers assigned to Validation Units.

2. Income Maintenance Technicians and Income Maintenance Workers assigned to Field Offices which cover the entire County (at present Field Office VI and Field Office VII).

3. Income Maintenance Technicians and Income Maintenance Workers assigned to I.M. districts which cover more than one community.

4. Income Maintenance Technicians and Income Maintenance Workers 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 and Income Maintenance Workers 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 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 XX 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 following 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 XXI EDUCATIONAL LEAVE AND ASSISTANCE

1. Educational leave assistance shall be in conformance with stipulation set forth in Ruling 11. Nine (9) employees shall be designated and selected for such educational leave and assistance with a ratio of five Social Workers and four Income Maintenance Technicians or Income Maintenance Workers with the understanding that the ratio can be interchangeable if either group fails to fill its entire quota. Income Maintenance Technicians or Income Maintenance Workers may apply for full time education leave upon completing three full years of undergraduate work.

2. 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 XXII HEALTH AND SAFETY

1. Safety and Health is a concern to the County and the Union. The County and the Union mutually recognize the need for a work environment in which safe operations can be achieved in accomplish-

ing all phases of work and the need to promote better understanding and acceptance of the principles of safety and health on the part of all employees to provide for their own safety and the general public.

2. The County and the Union agree to continue the existence of the Health and Safety Committee. The purpose of the committee is to make recommendations to the County Administration concerning the improvement or modifications of conditions which represent hazards to employees or clients. The group will review all pertinent data and information and will prepare written reports as to its actions.

3. The County will continue its efforts to resolve the health and safety concerns discussed at Committee meetings.

4. The established Health and Safety Committee will continue its existence during the life of this Agreement with three (3) management and three (3) Union representatives, meeting every other month.

5. The Health and Safety Committee may request meetings of the County Executive or his designee to discuss unresolved health and safety issues of major concern to the Committee. Up to three (3) Union representatives may attend the meeting. The County and the Union agree that such requests will be reasonable in number.

6. The provisions of this Article are not subject to the grievance and arbitration proceedings.


#### ARTICLE XXIII 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 XXIV 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 XXV NON-DISCRIMINATION

 ~~Section xxiv~~ 1. The County and the Union agree that the provision of this Agreement shall be applied equally to all Employees, and there shall be no discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation.

 ~~Section xxv~~ 2. The County agrees not to interfere with the right of Employees to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the County or any of its representatives against any employee covered by this Agreement because of Union membership or non-membership in the Union or because of any lawful activity by such Employee permissible under law or this Agreement on behalf of the Union. The Union, its members or agents, shall not discriminate against, interfere with, restrain or coerce any Employees covered under this Agreement who are not members of the Union.

 ~~Section xxvi~~ 3. The Union recognizes its responsibility as exclusive collective bargaining representative.

ARTICLE XXVI LEAVE OF ABSENCE WITHOUT PAY

1. Leaves of absence without pay may be granted to permit permanent employees for any reason other than leaves to accept other employment at the sole discretion of the County Executive, for a period of three (3) months at any one time. A leave of absence may subsequently be renewed for additional three (3) month periods, not to exceed one (1) year. The granting or refusal of such leaves may be subject to the grievance procedure through step three (3), but not arbitration. This leave will be subject to the approval of the State Division of Welfare and the Department of Civil Service.

2. A written request from the employee setting forth the reasons why the leave is desired and the dates for commencing and terminating of the leave shall be submitted to the County Executive no later than two (2) months prior to commencement date of such leave except in the event of personal emergency. No leave of absence without pay shall become effective without prior approval of the County Executive.

3. Employees granted leave of absence without pay shall have annual sick leave and vacation leave credit each reduced on a pro-rated basis every full month or major fraction thereof that the employee is on such leave without pay for the year in which such leave is taken.

4. Employees will continue to receive health benefit coverage during a leave of absence as per the past practice.

5. 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, such leave may not be consecutively renewed or extended.

## ARTICLE XXVII 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 "contractual 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

1. 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.

2. One (1) representative of the Union shall be allowed a maximum of one (1) hour of time off with pay during working hours to investigate each grievance.

3. The County agrees to allow a Union recorder to take a

written record at grievance hearings.

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 ONE: (a) The grievant shall institute action in writing, signed and delivered to his (or her) Field Office 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 Field Office Supervisor may request a meeting to discuss the grievance.

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

(c) During the first fifteen (15) day period, nothing shall prevent the employee and/or his representative from discussing the matter informally with the employee's immediate supervisor.

STEP TWO: (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) days of the grievant's receipt of the response or expiration of the time to respond at Step 1.

(b) 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.

(c) 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.

STEP THREE: (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 Department Head or designee within ten (10) working days of the Union's receipt of the response or the expiration of the time to respond at Step 2.

(b) The Department Head or her 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 Department Head, his designee, may request a meeting to discuss the grievance at this Step. The grievant and/or Local Union President or his designee may be present at this meeting.

STEP FOUR: (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 contractual 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 or 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 selection will be made in writing at the appropriate time on the grievance form.

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

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

1. by selection from a list of arbitrators who are members of the Institute of Management and Labor Relations of Rutgers

University, in accordance with the selection procedures of the Institute,  
or;

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

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

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

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

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

(h) The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement, except that he may not make an award which exceeds the Welfare Division's authority.

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

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

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

(k) The hearings shall be conducted in accordance with the rules of the New Jersey State Board of Mediation, or the appropriate agency.

(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 XXVIII LEAVE FOR UNION BUSINESS

A. The County agrees to grant upon request of employees covered by 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-two (22) days in the first year of the contract, and twenty-four (24) days in the second year of the contract.
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 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 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, Executive Board Members, and Stewards entitled to a leave for Union business. Requests

for leaves shall be made at least one (1) week in advance with a 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 XXIX NEW JERSEY STATE WELFARE CONFERENCE

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

#### ARTICLE XXX WORK DISTRIBUTION AND PRACTICES

1. The County and the Union agree to continue the use of the Work Distribution and Practice Committee.
2. The parties may select their own representatives, up to a maximum of four (4).
3. The Committee will 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 members in writing within thirty (30) days or at the next Committee meeting, whichever is longer, of all decisions reached and the reasons therefore as the result of issues brought before the Committee.
4. The County Welfare Division will continue its efforts to standardize case loads.

ARTICLE XXXI 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 classification and salary ranges as negotiated.

ARTICLE XXXII REVIEW BY THE DEPARTMENT 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.

ARTICLE XXXIII COUNSELLING SERVICE

Employees may obtain either voluntary or mandatory counselling for job related and non-job related problems through the Essex County Employee Assistance Program (E.C.E.A.P.) located at 125 Fairview Avenue, Cedar Grove, New Jersey.

Management agrees to provide a copy of E.C.E.A.P.'s brochure within forty-five (45) days of this Agreement.

ARTICLE XXXIV NEW EMPLOYEES

The County agrees to provide the Union with a monthly list of the names, titles, starting dates and job location of all new employees who are represented by their bargaining unit.

## ARTICLE XXXV SENIORITY

1. Seniority is defined as the date the employee receives permanent status in their particular title.

2. For purposes of scheduling vacations, agency seniority within the work unit will be used as the determining factor, provided requests are made in accordance with the vacation schedule.

3. It is agreed that overtime work shall be shared by all employees in an occupational classification within any work unit without discrimination. The opportunity to work overtime shall be extended to each employee on a rotational basis by seniority provided the employee is capable of performing the work.

4. Seniority as defined in number 1 above shall be a determining factor in all provisional promotions within the Agency, if all other qualifications are substantially equal. All promotions will be in accordance with Civil Service Rules and Regulations.

## ARTICLE XXXVI COPE CHECKOFF

The County will implement a COPE checkoff within ninety (90) days of the County wide implementation of its new computer system. This will be contingent upon the enactment of the legislation.

## ARTICLE XXXVII NEGOTIATION PROCEDURE

1. Negotiations leading to a successor agreement shall commence no later than the 120th day immediately preceding the termination date of this contract. The procedure of such negotiations shall be in accord with the requirements of the Public Employment Relations Commission



then prevailing, or as agreed upon by the parties at that time.

2. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only, executed by both parties.

3. Except as otherwise provided in this Agreement, all terms and conditions of employment set forth in written policy shall remain in effect for the life of this Agreement.

#### ARTICLE XXXVIII LENGTH OF CONTRACT

Agreement shall be effective upon execution and approval by the parties and shall terminate on June 30, 1983.

#### ARTICLE XXXIX REOPENER

The parties will reopen negotiations on the subjects of extended work hours and Saturday office hours and hospitalization on January 2, 1983.

#### ARTICLE XXXX SAVINGS CLAUSE

Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

ARTICLE XXXXI FULLY BARGAINED PROVISIONS

1. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were the subject of negotiations.

2. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only, executed by both parties.

ARTICLE VIII HOLIDAYS

SCHEDULE A

NEW YEAR'S DAY

MARTIN LUTHER KING'S BIRTHDAY

LINCOLN'S BIRTHDAY

WASHINGTON'S BIRTHDAY

GOOD FRIDAY

MEMORIAL DAY

INDEPENDANCE DAY

LABOR DAY .

COLUMBUS DAY

ELECTION DAY

VETERAN'S DAY

THANKSGIVING DAY

CHRISTMAS DAY

IN WITNESS WHEREOF, the parties have, by their authorized representatives, set their hands and seals this ✓ day of ✓, 1981.

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

John Loos

INTERNATIONAL REPRESENTATIVE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO  
JOHN LOOS

David Weiner

PRESIDENT OF LOCAL 1081  
DAVID WEINER

Anthony J. Buccia, Vice President  
Seems

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\_\_\_\_\_

COUNTY OF ESSEX

By: Peter I. Shapiro

PETER I. SHAPIRO  
COUNTY EXECUTIVE

ATTEST:

Daniel W. Gibson

CLERK TO THE BOARD OF CHOSEN FREEHOLDERS, DANIEL W. GIBSON

APPROVED AS TO FORM AND LEGALITY:

David Ben-Asher

DAVID BEN-ASHER, COUNTY COUNSEL

REVIEWED AND APPROVED BY THE DEPARTMENT OF HUMAN SERVICES, DIVISION OF PUBLIC WELFARE

G. Thomas Riti

G. THOMAS RITI, DIRECTOR